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## The Solicitors' Journal.

LONDON, FEBRUARY 6, 1864.

THE QUEEN'S SPEECH does not contain any allusion to law reform, or any other topic of peculiar interest to lawyers.

THE JOINT-STOCK COMPANIES' ACT, 1862, Part III., relating wholly to the management and administration of companies under the Act, contains some important provisions for the protection of creditors, which are sometimes wholly overlooked, even in the case of large and important companies. Some of these provisions are novel, but others have been taken from former joint-stock companies' Acts. One of the most important of the former class of provisions is that which requires (section 43) every limited company to keep a register of all mortgages and charges specifically affecting the property of the company, which is to be open to inspection by any creditor, or member, at all reasonable times—each provision being accompanied by the sanction of a heavy penalty. Another new provision (section 45) requires every company under the Act, not having a capital divided into shares, to keep, at a registered office, a register containing the names and addresses of its directors and managers, and to this enactment there is also attached the sanction of a penalty. These enactments afford to creditors a valuable protection, and such was their intention.

The following communication recently appeared in the *Times*, relating to the requirements of the Joint-Stock Companies' Act, 1862, in relation to the accounts of banks, insurance companies, &c. :—

It is advisable to direct attention to the Joint-Stock Companies' Act, 1862, and to point out that some of its important provisions are evaded.

Section 44 of the Act directs that every limited banking company and every insurance company, and deposit, provident, or benefit society under this Act, shall before it commences business, and also on the first Monday in February and the first Monday in August in every year during which it carries on business, make a statement in the form annexed hereto, or as near thereto as circumstances will admit, and a copy of such statement shall be put up in a conspicuous place in the registered offices of the company, and in every branch office or place where the business of the company is carried on; and if default is made in compliance with the provisions of this section, the company shall be liable to a penalty not exceeding £5 for every day during which such default continues; and every director and manager of the company, who shall knowingly and wilfully authorize or permit such default, shall incur the like penalty.

### FORM OF STATEMENT.

The capital of the company is £ , divided into shares of £ each.

The number of shares issued is

Calls to the amount of £ per share have been made, under which the sum of £ has been received.

The liabilities of the company on the 1st day of January (or July) were £

Debts owing to sundry persons by the company:—

On judgment.....£

On specialty.....£

On notes or bills.....£

On simple contracts.....£

On estimated liabilities.....£

The assets of the company on that day were:—

Government securities (stating them).....£

Bills of exchange and promissory notes.....£

Cash at bankers.....£

Other securities.....£

Now, it cannot be too generally known that the above particulars are required to be published, though this provision is evaded by limited banks and insurance companies registered under the Act.

There is no good reason why this useful provision should not have been extended to all companies. Unless the public have some means of knowing the precise state of the business of a limited company, it is impossible for traders to determine if credit can be given to it with safety. With an unlimited company the creditor looks to the solvency of the shareholders; with a limited company, his only reliance is the position of the business. If it were right that the public should have the means of ascertaining this in the case of a bank or an insurance company, it is, at least, equally important that it should be obtainable from other companies, especially where the creditors have no other security than the actual assets, and to whom, therefore, a knowledge of the true position of affairs is essential.

Balance sheets are not now required to be registered, nor is any power given to the public or creditors to inspect them. This is considered an extraordinary oversight, for the principle of limited liability should be compulsory publicity. How can the public know whether to trust a company, if ignorant of the state of its position?

Section 44 was incorporated into the Act from the 21 & 22 Vict. c. 91, s. 4 (an Act to enable joint-stock banking companies to be formed on the principle of limited liability) but extended so as to embrace insurance companies, and deposit, providence, and benefit societies under the Act: and we quite agree with the suggestion of the writer whom we have quoted, that the provision ought to be extended to all companies. It probably applies, however, to a much larger number than might be supposed from a perusal of section 44 only, and we think it applies clearly to all insurance companies founded or registered under any of the previous "Joint-Stock Companies Acts," as that category is defined by section 175. A frequently recurring phrase, throughout the different parts of the Act, is "a company under this Act," and it is a curious omission that the Act contains no definition or statement of the meaning of these words. But section 176 makes the Act generally applicable to companies "founded and registered" under the previous Joint-Stock Companies Acts, or any of them; and section 177 enacts that "this Act shall apply to companies registered, but not formed under the said Joint-Stock Companies Acts, or any of them, in the same manner as it is hereinafter declared to apply to companies registered but not formed under this Act." Therefore, any insurance company registered under any of the former Acts, would be a company within the provisions of the Act of 1862, and so would be liable to the operation of Part III. If there is such systematic neglect of its provisions as is alleged, it probably arises from an oversight on the part of companies and their officers, of the rights of the creditors, under these provisions, and of the heavy penalties by which they are protected. The mode of recovering these penalties is rendered so simple, that it is not unlikely we may hear of some attempts to enforce them, where creditors find any difficulty in obtaining information as to the financial position of a company—especially as, under section 66, the justices imposing any penalty, may direct the whole or part to be applied in payment of the costs, or in rewarding the person at whose suit the penalty has been recovered.

WE REFER OUR READERS to a case of considerable importance, arising under the Merchandise Marks' Act, 1862, which will be found reported at length in another part of our columns. Two summonses were taken out before one of the metropolitan police magistrates, against two auctioneers, for refusing to give up the names of the persons from whom they had received certain pianos,

and which they had sold, bearing the trade mark of the complainant. The proceedings were instituted under the 6th section of the Act. It appeared that the complainant Rolfe carried on business as a piano-forte manufacturer in Regent-street, up to the year 1858, and that he used the words "Rolfe & Co., Regent-street," as his trade mark; that in that year he became bankrupt, and had not carried on business in Regent-street from that date; and that he had since made and sold pianos at Manchester, and had placed the words "Rolfe & Co., Regent-street," on the pianos so manufactured. It appeared, also, that he had, in some instances, placed these words upon pianos not manufactured by himself, and had also, in one instance at least, placed on a piano, which he had purchased, the name of a third person. Assuming the complainant's right to be protected in the use of the trade mark, it was proved that the pianos sold by the defendants bore his trade mark, and that they were not manufactured by him. The principal ground of defence was that although the complainant might have been entitled, prior to the year 1858, and so long as he continued *bonâ fide* to carry on business in Regent-street, to be protected in respect of his trade mark, yet that the representations now made as to the trade mark were deceptive and untrue, and disentitled him to relief. It was urged that as the proceedings under the Act partook of a criminal character, the Act must be construed strictly, and that as strong a case must be made out as would be necessary to entitle the complainant to relief in equity. It was said that the words employed as the trade mark, by representing that the manufacturer carried on business in Regent-street, were, *pro tanto*, a warranty as to the respectability and character of the manufacturer, and a guarantee that a person occupying such a position would not impose an inferior article upon the public, and that persons purchasing the pianos would be influenced by this circumstance. The case of *The Leather Cloth Company (Limited) v. The American Leather Cloth Company (Limited)*, 12 W. R. 289, lately decided by the Lord Chancellor, will be found to establish some very important principles as to the right of the owner of a trade mark to relief in equity. His Lordship says, "When the owner of a trade mark applies for an injunction to restrain the defendant from injuring his property, by making false representations to the public, it is essential that the plaintiff should not, in his trade mark, or in the business connected with it, be himself guilty of any false or misleading representations, for if the plaintiff makes any material false statement in connection with the property he seeks to protect, he loses, and very justly, his right to claim the assistance of a court of equity." Again, "Where any symbol or label, claimed as a trade mark, is so constructed or worded as to make or contain a distinct assertion which is false, I think no property can be claimed in it, or, in other words, the right to the exclusive use of it cannot be maintained. The sale of an article stamped with a false statement is, *pro tanto*, an imposition on the public, and, therefore, in the case supposed, the plaintiff and defendant would be both *in pari delicto*." And one of the false representations alluded to by his Lordship in that case, was a representation as to the place where the article bearing the trade mark was manufactured. It will be seen, however, that the magistrate overruled all the objections, and made an order under the 6th section. The case will probably be carried further, and the opinion of one of the superior courts obtained upon the construction and effect of this important Act. Meanwhile, it will be of some service to magistrates and the profession to know what view has been adopted by one of the metropolitan magistrates.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION has presented the following memorial to the Chancellor of the Duchy of Lancaster, with reference to the appointment of solicitors as borough magistrates:—

That the said Association is composed of nearly 800 practising attorneys and solicitors in England and Wales, and that its objects are to promote the interests of suitors by the better and more economical administration of the law, and to maintain the rights, and increase the usefulness of the profession.

That your memorialists have been informed that it has been lately proposed to increase the number of magistrates in Liverpool, and that accordingly a list of persons, whom, it is locally desired, should be added to that body, has been forwarded to you, and that in such list are included the names of Mr. Ambrose Lacey and Mr. Thomas Avison, two eminent solicitors practising in Liverpool.

That your memorialists have also been informed that you have the intention not to appoint the two above-named gentlemen magistrates, for some reason arising from the circumstance of their being practising attorneys.

Your memorialists beg to submit that there is no statute, or any rule of court, or maxim of the common law, that your memorialists are aware of, rendering a practising attorney incapable of becoming a borough magistrate.

That, on the contrary, it happens, in very numerous instances every year, that a practising attorney is chosen mayor of his borough, and thus, in virtue of the express provisions of the 57th section of the Municipal Corporations Act (5 & 6 Will. 4, c. 76), becomes during his mayoralty, a justice of the peace for his borough, and continues to be so during the next succeeding year after he ceases to be mayor. And there are also instances of attorneys having been specially appointed borough justices in precisely the same manner as the inhabitants of Liverpool now seek the appointment of Mr. Lacey and Mr. Avison, and amongst the attorneys so appointed, are some of the most useful magistrates now living.

That, again, section 34 of the Attorneys' and Solicitors' Act (6 & 7 Vict. c. 73) expressly provides that the prohibition, by its previous section, of practising attorneys or solicitors being county justices, shall not extend, or be construed to extend, to any city, town, cinque port, or liberty, having justices of the peace within their respective limits and precincts, by charter, commission, or otherwise, but that in every such city, town, liberty, and place, attorneys and solicitors may be capable of being justices of the peace.

That your memorialists have always held the opinion, and have on several occasions publicly urged it, that it is inconvenient, and calculated to cast a doubt upon the purity of the administration of justice, for any individual who is engaged in the conduct and management of litigation, to hold at the same time a judicial office, before which any question in which he may be professionally interested may have to be submitted for judgment.

Your memorialists, on this and similar grounds, have objected to the union, in the same person, of the offices of town clerk and borough coroner, and those of undersheriff and prosecuting attorney, and on the same grounds they would acquiesce and concur in the propriety of a rule that no attorney appointed a magistrate should afterwards engage in criminal business; and your memorialists believe that neither Mr. Lacey nor Mr. Avison would feel any difficulty in subscribing to such a rule, as your memorialists are informed and believe that neither of them ever practices before magistrates.

That your memorialists can appeal with confidence to, and, if necessary, adduce instances of, the benefits which have resulted to benches of magistrates, as well as to the public, from past appointments of practising attorneys as justices of their respective boroughs.

Your memorialists beg, therefore, most respectfully, yet most urgently, to press upon you that attorneys, from the very nature of their avocations, are more competent to perform magisterial duties than persons who have not received a legal education, and that not to appoint a person a borough magistrate on the sole ground that he is a practising attorney, when he is otherwise duly qualified, is practically to refuse to the inhabitants of every borough the range of choice which the Legislature has expressly reserved to them, and also to inflict a most undeserved stigma upon all the members of a profession, which has always shown itself, at least, as trustworthy, loyal, and patriotic, as any of the classes of her Majesty's subjects on whom such dignities are freely conferred.

That, independently of the considerations above-mentioned, your memorialists beg to observe that it is especially desirable that, in the great commercial town of Liverpool, persons of legal attainments should be appointed magistrates, from the frequent occurrence before the magistrates there, of difficult

cases under the Merchant Shipping Act, and other Acts relating to commercial law, which magistrates, not versed in the law, are unable satisfactorily to deal with.

The memorialists, therefore, pray that Mr. Ambrose Lace and Mr. Thomas Avison, may be appointed magistrates of the Borough of Liverpool.

The memorial is signed by Mr. William Shaen, M.A., chairman of the association, and Mr. Philip Rickman, secretary.

The subject which is touched upon in this memorial has already attracted considerable attention, and given rise to much discontent in the profession, and we believe there never was a better opportunity for bringing it under the consideration of the Government than in the present case, as Mr. Avison and Mr. Lace are both gentlemen of the highest character and social repute in their own important neighbourhood. The appointment of these gentlemen has been unanimously solicited by the municipal council of Liverpool, and is desired by a large number of their fellow-townsmen, and thus the rule which causes their exclusion—if indeed the custom is referrible to anything that ought to be called a rule—is presented in its most objectionable and inexcusable light.

AN ARRANGEMENT has been made between the members of the "late" Northern Circuit and the New Midland Circuit, which is to continue for twelve months. Under the Act of Parliament for altering the circuits, the forthcoming Northern Circuit will comprise Durham, Newcastle, Carlisle, Appleby, Lancaster, and Liverpool, and that the Midland Circuit will embrace Warwick, Derby, Nottingham, Lincoln, and York.

THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL will, according to the present arrangement, give judgment in the case of the *Essays and Reviews* on Monday next, the 8th of February.

IT IS STATED that a Bill will be introduced into the House of Commons early in the present session by Mr. Black, the Member for Edinburgh, for the consolidation of the Acts relating to literary copyright.

#### THE NEW BAR REGULATIONS.

The new regulations of the Inns of Court, as to the admission of students, and legal education generally, will be found at length elsewhere in our columns. They are the result, no doubt, of long and careful consideration on the part of the Benchers, and are, probably, in some of their main features, a compromise between the extreme views, on the one hand, of the old school, who are satisfied with the system which produced our Hardwicks, Mansfields, Eldons, Suggens, and a host of other great lawyers whom it would be easy to name, and, on the other, the modern notions, which find their shibboleth in Competitive Examination. It is the peculiarity, and, indeed, often the boast, of English institutions, that they are the result of practical wisdom, rather than of pure Logic, and this would probably be the apology for the scheme now before us. We are certainly not among those who would depreciate the wisdom that is gained by experience, or would sacrifice efficiency, or even convenience, to the exigencies of Logical consistency, or ideal perfection, yet we are at a loss to explain, on either of such grounds, some of the most important items in these regulations.

So far as we are aware, it is now for the first time required by all the inns of court that a student, entering any one of them, shall pass a preliminary examination. We believe there was some rule of this kind in the Temple, but not at Lincoln's-inn or Gray's-inn; and even at the Temple it had come to be little more than a mere form. Now there is to be the same rule for all the inns, and the intention of the benchers is, that the examination shall be a reality. All those who pin their faith to examinations as a test of intellectual attainments and capacity, will receive this announcement with

pleasure, and consider it a step at least in the right direction; but we cannot help considering that the regulation in question is open to no little objection, from whatever quarter it is viewed. If it be desirable that no student should be admitted to any inn of court without showing something like an equality in intellectual training and acquisitions with members of universities, the subjects of the English and Latin languages, and English history are far too limited, and also too arbitrary a criterion. Of course we assume the intention is not to make the examination in these three subjects so exhaustive and severe as to be a fair set-off to the wider curriculum of the universities; for while such a mode of proceeding might insure intellectual fitness in the successful candidates, it must often prove irksome in the extreme to men who have not had the advantage of an university education, and yet whose general attainments and legal knowledge would fit them as well for success at the Bar as the average run of graduates. Indeed, it would be easy to suggest a course of examination upon the Philosophy of Language, or upon English history, which ordinary university men would find just as much difficulty in passing as mere *litterates*. But, we presume, the preliminary examination will be of the usual facile character, and will not be more difficult than those which take place before the Civil Service Examiners, on the same subjects. In that case, however, it seems to us that the programme is hardly consistent with the dignity of the higher branch of the legal profession, and that it has very much the appearance of a make-believe. If the preliminary examination is really intended as a fair test of general education, it is not easy to understand why arithmetic, geography, English composition, and modern languages, should be entirely excluded. If, instead of seeking admission to the Bar, the candidate was desirous of obtaining a clerkship in any of the public offices, he would be required to show some proficiency in either one, or more, of these subjects, and it can hardly be argued that a lower standard than what is demanded for such an appointment is creditable to the Bar, as a body. The following examples will serve for a comparison.\*

#### CHARITABLE TRUSTS COMMISSION.

1. Exercises designed to test handwriting and orthography.
2. Arithmetic (including vulgar and decimal fractions).
3. English composition.
4. *Precis*.
5. Two at least of the following:—(a) Latin or a modern foreign language; (b) English history; (c) elementary mathematics.

#### CIVIL SERVICE COMMISSION.

1. *Clerks*.—1. Exercises designed to test handwriting and orthography.
2. Arithmetic (including vulgar and decimal fractions, square roots, and the use of logarithms).
3. English composition.
4. *Precis* (involving the preparation and digest of tabular statements).
5. Geography.
6. History of England.
7. Latin.
8. French, or another modern language.

#### COLONIAL OFFICE.

1. *Clerks*.—Preliminary examination.—1. Exercises designed to test handwriting and orthography.
2. Arithmetic (including vulgar and decimal fractions).
3. *Precis* or abstract of official papers.
4. Geography.
5. Translation from one of the following languages:—Greek, Latin, French, German, Spanish, Italian,—the selection being left to the candidate.

2. *Writers in Ceylon*.—Preliminary Examination.—1. Exercises designed to test handwriting and orthography.
2. Arithmetic (including vulgar and decimal fractions).
3. The preparation of a *precis* or abstract of official papers.
4. Geography, particularly that of British India and its dependencies.
5. Translation from one of the following languages:—Greek, Latin, French, German, Spanish, and Italian,—the selection being left to the candidate.

#### CUSTOMS.

1. *Clerks in the solicitor's office*.—1. Exercises designed to test handwriting and orthography.
2. Arithmetic (including vulgar and decimal fractions).
3. English composition.
4. Geography.
5. English history.
6. Latin.

\* We have taken these extracts from "The Guide to the Three Services," By J. P. Hall, 1860.



So long as the Bar required no preliminary test as to the intellectual fitness of those whom it admitted into its ranks, it avoided all disagreeable comparisons; in this respect, with other fields of educated labour; but, now that it has given its adhesion to the dogma which finds its exponent in the Civil Service Commission, and has condescended to afford the general public some guarantee of the educational and social fitness of its members, it cannot find fault with the comments to which its recent programme will naturally give rise. Of course, it cannot be allowed that a student for the Bar need not be as well educated as a clerk in a solicitor's office, or in one of the public departments of State. The question, therefore, is simply whether the Benchers of the Inns of Court require too little, or the Civil Service Commissioners require too much; and this we may well leave to the unassisted judgment of our readers. For our own part, we cannot help thinking that, at least, one modern foreign language, English composition, arithmetic, and geography ought to be included within the range of subjects, if the examination is meant to be any fair test of the candidate's education and consequent fitness as a candidate barrister. The judges who had the ordering of the preliminary examination in general knowledge for persons desirous of entering into articles of clerkship to attorneys or solicitors, have ordained the following programme, which is now in force at the Law Institution:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic. A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History. Questions on English history.
8. Latin. Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, modern or ancient. 3. French.
4. German. 5. Spanish. 6. Italian.

With reference to the subjects numbered 9, each candidate is examined in one language only, according to his selection.

Probably the Benchers of the Inns of Court overlooked this syllabus; but, whether they have done so or not, it is a remarkable fact that, at the present moment, there is a higher standard in general knowledge for a non-university man who desires to be admitted an attorney, than for one who has the higher ambition of gaining admission to the Bar.

There are other points in these regulations which are deserving of notice, and shall have our attention in a future number. At present we can only add that we entirely approve of the provision which makes private pupillage for one year in the chambers of a barrister or conveyancer equal to an attendance, during the same period, at the public lectures and private classes of two of the readers. The system which was inaugurated a few years ago has already been tried long enough, and it is clear that the theoretical knowledge which may be gained in the public lecture room, or even the private class room, is not always accompanied by the practical skill that is quite as necessary to make a reliable advocate or adviser; and it is certainly very undesirable to induce students for the Bar to abstain from that kind of preparation which can be had only in the chambers of a practising barrister.

#### FOREIGN ATTACHMENT IN THE LORD MAYOR'S COURT.

The process of "foreign attachment" in the Lord Mayor's Court is an old grievance. Unlike other vestiges of archæological antiquity, it has been allowed to remain untouched by the hand of the reformer many long years after it had been found to be a serious inconvenience and a palpable anachronism. Nothing less than the powerful protection of Gog and Magog could have been sufficient to save from the vengeance of its victims this inexcusable relic of a by-gone age. Cries,

both loud and deep, are often heard in the city at the misdeeds of the Lord Mayor's familiars, who issue forth from the "outer chamber" of the Guildhall, armed with the formidable mediæval weapon of Attachment. Here is a groan from one of the sufferers:—

A client of ours, a man of the first respectability, carrying on business at the West-end of London, having a few days ago a balance at his banker's (a west-end branch of one of the banks having its head-quarters in the City of London) of about £500, a little more or less, was astonished to receive from the manager an intimation that his money had been attached by process issued in the Lord Mayor's Court. Our client's connections being numerous and wealthy, he was enabled within a single day to find two men of substance prepared to submit to the offensive examination of the claimant's attorney. The requisite two day's notice in writing was given to these gentlemen, and on the third day they attended before the registrar and executed a bond for £1,000 each, being quadruple the sum wrongfully demanded, and the attachment was thereupon dissolved.

As the subject matter which forms the pretence for this proceeding may perhaps come before a jury for adjudication (although we are by no means as sure of that fact as we should like to be), we think it proper not to mention the name of plaintiff, defendant, or garnishee; but, knowing all the circumstances of the case, we do not hesitate to state that there is not the shadow of a foundation in law or equity for the demand.

The plaintiff we may further state to be a man well known through the ample police reports of some cases which have formed the subject of indignant magisterial and newspaper comment, and the claim he puts forth is a manifest attempt to extort money by legal process.

Our client asks—Is there no means of putting an end to or checking this monstrous prerogative of the Lord Mayor's Court? He suggests that what was a source of irritation and annoyance to himself and his friends, the securities, might be ruin to a person as honest as himself and the victim of a similar proceeding.

As some of our readers may be unacquainted with the nature of this formidable process, we shall give a short sketch of it. Its object is to enable a creditor to attach the money, debts, or goods of his debtor in the hands of a third person (supposing him to be within the jurisdiction of the city), and so as to deprive the owner, whoever he may be, of all control over the property attached until he appears to answer the claim of his creditor, or until the debt is satisfied. The custom was once thus certified by Recorder Starkey:—"If a plaint be affirmed in London against any person, and it be returned *nihil*, if the plaintiff will *surmise* that another person within the city is a debtor to the defendant in any sum, he shall have garnishment against him to warn him to come in and answer whether he be indebted in the manner alleged by the other;" and then the Recorder proceeds to mention what further steps may be taken. Stated shortly, they consist in placing the garnishee in the shoes of a defendant, and obliging the garnishee to show cause why there should not be judgment against him personally for the money, goods, or chattels in his possession, and alleged to belong to the defendant. The peculiarity of the process is, that the attachment may issue *before* the plaintiff has obtained judgment against the real defendant.\* It is easy to see what hardship and injustice must naturally arise from such a proceeding, and it is hard to understand why the judge of a city court should be endowed with a jurisdiction which has been denied to the judges of the superior courts at Westminster. The garnishee clauses of the Common Law Procedure Act, 1854, were framed in a very different spirit, and with a much greater regard to the requirements of justice than characterise this customary civic law. Sections 60—67 of that Act contain various provisions relating to garnishment; but they contain no provision making debts or property attachable in the hands of a garnishee, ex-

\* A succinct and reliable account of the Practice of the Lord Mayor's Court in Foreign Attachment will be found in a Handy-book by Mr. D. Bingham Daly, Barrister-at-Law. Wildy & Son, 1861.



cept where a party moving has first obtained a judgment. A judgment-creditor is thereby enabled to have his debtor examined as to what debts are owing to him, and then a judge has power to order that such debts shall be attached to answer the judgment-debt, and may order that the garnishee shall appear and show cause why he should not pay the judgment-creditor the debt due from the garnishee to the judgment-debtor. If the garnishee does not pay the amount due from him, and does not dispute the debt, or if he does not appear, the judge may order execution to issue; but, if the garnishee disputes his liability, and his objection appears to be *bona fide*, the course is to order the judgment-creditor to proceed against the garnishee, who will have to do so at his own risk of costs, if the resistance of the garnishee should turn out to be justifiable. This course of procedure is entirely just and reasonable. The process can be initiated only by a person who has obtained judgment, and not, as in the Lord Mayor's Court, by a mere plaintiff in an action, who may be, in truth, no creditor at all, but who may, nevertheless, use the process of the Court for the purpose of extortion or vexation. Again, the Common Law Procedure Act requires the affidavit of the judgment-creditor or his attorney as the foundation of any attachment, whereas in the city, according to Mr. Recorder Starkey, the "surmise" of the plaintiff is sufficient; so that, in one case, there is some guarantee that the process will not be put in force except upon reasonable ground, while, in the other, there is every temptation to a reckless or dishonest plaintiff to use it unfairly, and that it is so used frequently is a matter of grievous complaint. The remedy is to assimilate the practice of the Lord Mayor's Court in this respect to that of the superior courts of common law. Nothing more is required, and to such a proposition it is impossible to make any reasonable objection. Such a course would not only remove what is in itself a serious evil, but what is, moreover, in relation to our general body of English law, exceptional and anomalous.

While upon the subject of attachment, it is worth noting the wide difference in this respect between the laws of England and Scotland. In England the rule is, that, until judgment is obtained, the plaintiff cannot attach property in the hands of third parties, but in Scotland there is a process known as Arrestment in Security, by which any creditor can attach property in the hands of third parties at the same time that he commences a suit for the recovery of his debt. But even there the plaintiff is first required to obtain a judgment against the proper defendant before he can proceed to complete his title to the property in the hands of the garnishee or arrestee. In its main features, however, the process of the Lord Mayor's Court very much resembles, at least in its principles and foundation, the proceeding which is common to all the Scotch courts. Very much depends, however, upon the manner in which such a jurisdiction is exercised; and, if we may judge by the public estimate, the process of "foreign attachment" in the Lord Mayor's Court is, in its operation, a nuisance, mitigated by scarcely any pretence of convenience, or any show of justice.

An important question of principle is, no doubt, involved in the diversity which we have mentioned between the law of the two countries, and if a code were to be prepared for both alike, it would probably be desirable to effect a compromise which would enable creditors to prevent the alienation of their debtor's personal property—where justice appeared to require it—during the pendency of the suit, or while a debt was payable *in futuro* or was merely contingent, as now may be done in Scotland. But it requires little sagacity to suggest the numerous safeguards and exceptions by which any such rule ought to be encompassed. The subject, however, is one well worthy of consideration.

## COMMON LAW.

### CREDITORS' DEEDS UNDER THE BANKRUPTCY ACT, 1861.

*Clapham v. Atkinson*, Q. B., 12 W. R. 342; *The Ispstones Park Iron Ore Company, Limited v. Pattinson*, Ex., 12 W. R. 344.

The decisions upon the deed clauses of this Act, both in equity and common law courts, have been so numerous, and in some important points so irreconcilable, that we feel unequal to any attempt at giving a complete summary of them, so as to show the existing condition of the law. We have already more than once made the effort,\* when a suitable occasion seemed to present itself, in the shape of some well-considered judgment. But one decision comes after another so fast, and differs so much from its forerunners, that there is little use at present in doing more than noting each case as it is decided, and calling attention to the last phase of this bewildered department of modern statute law.

In the first of the above-mentioned cases a question which has often been raised since the Act of 1861 came into operation—viz., whether a *cessio bonorum* is required to render valid a deed under section 192—was at length decided, and, we believe, for the first time distinctly decided, although it has been discussed incidentally in other cases, both at law and in equity. The first case in which it was raised was *Walter v. Adeock*, Ex., 10 W. R. 542, but there its decision was not necessary to support the judgment. Pollock, L.C.B., however, pronounced a positive *dictum* that there was nothing in the part of the Act relating to creditors' deeds which did away with the necessity of a *cessio bonorum*. "A *cessio bonorum*," said his Lordship, "has always been deemed the basis of the law of bankruptcy or insolvency. It is admitted that before this Act it was necessary that there should be an assignment of all property, if any, or provision for its distribution among the creditors. It is possible that the Legislature may have intended to alter the law in that respect; but I can see nothing in the Act which alters it." Martin, B., also referring to a former decision, which established that a deed of arrangement under the old Act was invalid, unless it assigned the debtor's property for the payment of his debts, said, "If this were to be altered by the new Act, it might have been done by express words; but there are no such words; and, on the contrary, there are various expressions in the Act which rather point to the retention of the doctrine." Wilde, B., however, was of the contrary opinion—namely, that, under the Act, there was as much necessity for such assignment, as there was before the Act, and Bramwell, B., appeared to be inclined towards the same view. It was unnecessary, however, in that case, to decide the question, and it, therefore, remained an open one. The next case touching the question was in the Court of Chancery. In *Re Rawlins*, L.L.J., 11 W. R. 157, the same question being involved, Turner, L.J., expressed a strong opinion that section 192 included deeds where there was no *cessio bonorum*, as, indeed, appears to be plain from the very terms of the section, which extends to deeds of trust, management, inspectorship, &c. In *Ex parte Morgan*, L. C., 11 W. R. 316, the point incidentally came before the Lord Chancellor and is discussed in his Lordship's judgment very elaborately; and there his Lordship says, what was called in *Tetley v. Taylor* (a decision in the Court of Exchequer, on the Act of 1849) "a *cessio bonorum*—that is, an assignment of the entire of the debtor's property—is not necessary to the validity of the composition or deed of trust under the 192nd section." But, in that case, also, it was unnecessary to decide the point; and the question remained in this somewhat doubtful position—not judicially determined, but yet nearly so, if we have regard to the preponderating balance of authority—until we come to the above-named case of *Clapham v. Atkinson*, where the point was so raised as to make its decision necessary; and Blackburn,

J., who delivered the judgment of himself and Mellor, J., pronounced definitively that a *cessio bonorum* is not required to render a deed good under section 192 of the Bankruptcy Act, 1861. The question may, therefore, be considered settled—at least, for the present.

In the second of the above-named cases (*The Ipstones Company v. Pattinson*), the Court of Exchequer decided that a composition deed, valid under the 192nd section of the Bankruptcy Act, 1861, which does not contain a release of the estate of the debtor, cannot be pleaded in bar to an action in respect of a debt for which a composition is payable under such deed.

## COURTS.

### COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Justices BLACKBURN and MELLOR.)

Jan. 30.—*Ex parte Chorley*.—In this case a rule had been obtained, calling upon an attorney of this court to answer the matters contained in an affidavit of the applicant, relating to a suit against the Midland Banking Company.

Mr. Coleridge, Q.C., said he had seen the affidavits filed on the other side, and, as there clearly appeared to be a misunderstanding on both sides, he now moved that the rule be made absolute, and the matter referred to the Council of the Incorporated Law Society, for them to deal with the case.

The *Solicitor-General* said he concurred in the proposition. He had no doubt it would be found that a misunderstanding existed on both sides.

Rule absolute accordingly.

Feb. 1.—*In re Robins, an Attorney*.—The *Solicitor-General* moved on behalf of Mr. Robins that he be re-admitted an attorney of this Court. The usual notices had been given to the Incorporated Law Society, who did not oppose the present application. It appeared that Mr. Robins practised at Plymouth and Tavistock, from 1848 to 1858, and in 1859 he was struck off the rolls of the Court. In 1858, Mr. Robins received £18 from a Mrs. Smales, with which to pay legacy duty. At that time he was in difficulties, and expecting to receive some money of his own almost immediately, he appropriated the £18 to his own use. He was, however, disappointed, and was unable to repay the money. An attachment afterwards issued against him from the court of chancery, and, on petitioning the insolvent court, he was opposed by Mrs. Smales, and imprisoned for six months. From that time to this he had done all he could to redeem his character, and he produced testimonials from eminent solicitors, with whom he had since been employed, as to business habits and integrity, and their belief that he would in future conduct himself with probity and honesty.

Mr. Garth, who appeared on behalf of the Incorporated Law Society, not to oppose the application, but to give the Court any information it might require, said Robins was struck off the rolls for appropriating the money to his own use without having any probable means of repaying it. In 1860, a similar application was made, but refused, on the ground that he had not sufficiently purged the offence.

The *Solicitor-General* said that was three years ago. He hoped the Court would now consider Mr. Robins had been sufficiently punished.

The Lord Chief Justice said that if Mr. Robins had been suspended, instead of struck off the rolls, the suspension would have been for a longer period of time than had elapsed. They could not grant the application, but Mr. Robins might renew it twelve months hence. If the testimonials, &c., were as satisfactory then, as now, in all probability the Court would grant the application.

Application refused.

—*Hide v. Fitch*.—This was a rule calling upon Mr. W. C. Fitch, an attorney at Southampton, to show cause why he should not be struck off the rolls, relative to the advance of a sum of money on certain boxes alleged to contain plate worth £1,000, but which in reality only contained a trifling amount of silver, the other articles being characterised as rubbish, and also on the further security of some pawn tickets, which turned out to be forgeries.

Mr. Fitch, it was stated, was only twenty-three years of age, and had only been nine months on the rolls of the court. It appeared that a man named Woods had represented that certain boxes belonging to him contained plate to the amount of

£1,000, and he had induced Mr. Emanuel, pawnbroker, of Southampton, to advance him between £70 and £80 on them and some pawn tickets of plate, represented to be pledged at Salisbury, but which afterwards turned out to be forgeries. An application was made to Mr. Fitch's father to advance Woods some money on an estate, and the above property was offered as security for a temporary loan of sufficient amount to pay off Mr. Emanuel. The former negotiations went off, but Mr. Fitch advanced the money on the boxes and pawn tickets. He afterwards discovered the fraud, and then he sent for Woods, and insisted on the repayment of the money on the following morning. All the parties met at the son's office, and in the son's presence, who knew the contents of the boxes, and how valueless were the pawn tickets, and he allowed the applicant to advance sufficient money to pay off the father's claim, and take the boxes and the forged pawn tickets as security. It was contended that the defendant was not legally answerable for what had been done. As attorney for the mortgagee, a solicitor was not bound to expose any defect of title.

After the case had proceeded some time,

The Lord Chief Justice said it was a matter that must go to the Master, and the facts ascertained, so that the Court could conclusively act, especially as to the knowledge and complicity of the son in the scheme, by which the father was to be repaid out of the loan obtained from the present applicant.

Referred to the Master accordingly.

(After-Term Sittings at Nisi Prius, at Westminster, before Lord Chief Justice COCKBURN and Special Juries.)

Feb. 2.—This was the first day of the Westminster after-term *Nisi Prius* sittings. The list was light, numbering only sixty-four causes, including twenty-three remanets; twenty-four were marked for special juries.

The practice of having so many Courts sitting at the same time, without the necessary accommodation, was this morning brought to a dead lock, and additional costs thereby unnecessarily incurred by many of the suitors. Notice was given that the Queen's Bench would to-day have two *Nisi Prius* Courts, and one Banco Court, sitting, but a third court could not be found, at the eleventh hour, in Westminster Hall, and Mr. Justice Shee, and the common jurors, had to go over to the Sessions House; but, the court not having been prepared for their reception, his Lordship was unable to proceed with his list of common jury cases. In addition to the want of a sufficient number of properly constructed courts, the greatest inconvenience exists from the overcrowded state of all the present courts (especially in blocking up the entrances), owing to the non-existence of proper regulations for that purpose. The inconvenience is quite as great to the members of the Bar as well as to all others who have business to transact.

### COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, in Middlesex, before Mr. Justice BYLES and a Special Jury.)

Feb. 2.—This was the first day of the sittings after term in Middlesex, and the list contained fifty-two entries, and of these, twenty-one cases were appointed for trial by special juries.

### COURT OF EXCHEQUER.

(Sittings in Banco, before Lord Chief Baron POLLOCK and Barons MARTIN, BRAMWELL, and CHANNELL.)

Jan. 28.—*In re Wright and Crook, Attorneys*.—A rule had been obtained by Mr. M. Chambers, Q.C., on the part of a Mr. Newton, calling upon two attorneys named Wright and Crook to shew cause why they should not pay to Newton a sum of £50, which had been received by them as attorneys in a suit instituted by him against a person of the name of Riddle upon a bill of exchange. According to Newton's affidavits, he employed Messrs. Wright & Crook, who were in partnership practising as attorneys, to bring the action, and that, though they received the £50, they never handed the money over to him.

Mr. J. Broune now showed cause against the rule on the part of Crook, and read affidavits to prove that he knew nothing whatever of the action, and had never received any part of the money, and, further, that before it was commenced he had dissolved partnership with Wright, who had received the money himself, and who had since become insolvent and made an assignment for the benefit of his creditors. He contended that the case was not one for the summary interference of the Court, and that the question between the parties ought to be tried in the ordinary way before a jury.

Mr. M. Chambers, Q.C., in support of the rule, submitted

that upon his affidavits it was clear that Wright and Crook held themselves out as partners at the time the action was brought and the money received.

Mr. Joyce appeared on the part of Wright.

The LORD CHIEF BARON said that this was an application for the purpose of obtaining, against two persons acting as attorneys of the court, an easier, cheaper, and more ready remedy than could be got by the ordinary process of an action. There could be no doubt that the partnership continued to a later period than when the bill was put in the hands of one of the parties; and, if Newton had brought an action against both, he could have recovered; but, instead of bringing one, he sought to obtain payment by this summary process, to which, undoubtedly, he was entitled. He, therefore, thought that the rule should be made absolute.

Mr. Baron MARTIN said that though the partnership was dissolved in January, the attorneys, instead of separating, carried on business in the same house, keeping the same partnership name over the door, and employing the same clerk, and thus leading any person to suppose that in dealing with one he was dealing with both. He thought that the summary process now sought to be enforced was exceedingly salutary, and ought not to be parted with, as it made attorneys honest, and made them pay money to their clients at once, instead of putting them to the expense of bringing an action.

Barons BRAMWELL and CHANNELL concurring,  
The rule was made absolute.

(Before Lord Chief Baron POLLOCK, and Barons MARTIN, CHANNELL, and PIGOTT).

Feb. 1.—*In re Worman*.—In this matter Mr. Ribton had obtained a rule to show cause why a Mr. Worman, formerly an attorney, should not have his name restored to the rolls of the court, from which it had been struck off for misconduct. The subject had been referred to the master, whose report was not favourable to the application.

Mr. Ribton now referred at some length to the report of the master, and, in mitigation of the applicant's offence, urged his youth, inexperience, and incapacity for business.

Mr. Garth appeared, on behalf of the Incorporated Law Society, against the rule, and stated that the master had allowed Mr. Worman every opportunity of justifying his conduct, but, in one instance, he failed to appear at all, and in the other, he was unable to give any satisfactory explanation of the charge preferred against him.

The LORD CHIEF BARON said that Mr. Worman had been guilty of inserting two false debts in the schedule of a bankrupt, for the purpose of showing the consent of one-third in number and value of the creditors, as required by the Act. This was clearly proved by a letter in his own handwriting, and he was, therefore, clearly of opinion that he was not a fit person to be on the rolls of the court.

Rule discharged.

(Sittings at Nisi Prius, at Westminster, before Lord Chief Baron POLLOCK and Special Juries.)

Feb. 2.—This was the first day of the sittings at Nisi Prius after term. The cause list contained forty-two cases; thirteen were remanet, and fifteen were set down for special juries.

#### EXCHEQUER CHAMBER.

Feb. 3.—The reporter to the *Times* writes as follows respecting the state of this Court:—"We are almost tired of finding fault with the great want of accommodation in our law courts, but we have to-day been strongly urged by some of the highest counsel practising in this particular court to complain of the great inconvenience they suffer from being penned up in this little chamber. There is barely sitting room for fourteen counsel, and several of these are reporters for the voluminous legal reports now published, so that only eight or nine gentlemen having legitimate business in the court can find room for their own persons, while their books of authorities and papers occupy far more room than there is space for. We would strongly recommend all architects to come and look at these courts when at work, and not when they are empty, and then let them seek information as to the requirements of the different persons sitting in the courts, for we have heard architects who had prepared plans for new courts admit that they had never been in a court at the time when any trial was proceeding, but they had satisfied themselves by looking at empty courts, accompanied by some court keeper who was capable only of giving them improper or imperfect information. It should be kept in mind that this Court of Error is next in importance to the House of Lords as respects all judgments upon the most intricacies of our laws, and that if cases are not

taken to the House of Lords the Court of Error is the highest authority upon important questions of law, and yet it is one of the smallest and most inconvenient of our inconvenient courts."

#### BAIL COURT.

(Sittings in Banco, before Justices CROMPTON and SHEE.)

Jan. 30.—*In re Henry Simons Coke, Henry Jones, and Alfred Curtis, Attorneys*.—A rule nisi, obtained by Mr. T. George, solicitor, of the Adelphi, calling upon these gentlemen, who practise at Neath, to show cause why they should not repay two sums of £1 8s. and 12s. 4d., which they had charged for professional services, came on for argument.

Divested of a great deal of angry imputations and recrimination, to which they had given rise, the circumstances were briefly these:—Mr. George was solicitor for Mr. E. G. Williams, who sued Mr. Rees Williams for £45 10s. as damages for dilapidations at Gloucester-villa, Marlborough-place, Regent's-park. It was supposed that the defendant was living in a house, about eleven miles from Neath, though he was really residing at Tooting at the time, and, in the usual manner, Mr. George sent the writ to Messrs. Coke, Jones, & Curtis for service. On the 30th of October, they wrote to say the defendant had been served, and to request a post-office order for 28s., the amount of their charges. But on the 7th of November they wrote another letter, disclosing, for the first time, that the defendant was ill, and could not be approached, and that they had intrusted the copy of the writ to his step-father, who had promised to forward it. On the 9th of November Mr. George wrote to complain of their concealing from him the fact, and threatening to move the Court to call upon them to answer the matter upon affidavits. On the 20th of November Messrs. Coke, Jones, & Curtis, wrote in reply, that the letter of the day before prevented their holding further correspondence with Mr. George, referring him to their London agents for a special affidavit, which was to be delivered only on payment of 12s. 4d., and concluding in these words, "We only hope that you will be able, on future occasions, to secure such diligent correspondents as we have been, while we certainly never promise to ourselves such public notoriety as you appear to have acquired for yourself." Subsequently to the rule being obtained, they offered to refund the two sums mentioned, and to pay the costs up to that time, and they explained the apparent concealment of the defendant not being in their neighbourhood, by referring to a letter of theirs, dated October 19, in which they informed Mr. George of his absence from England.

Mr. Justice CROMPTON, in giving judgment, referred to the two letters of Messrs. Coke, Jones, & Curtis, dated October 30 and November 7, which, he said, certainly gave contradictory accounts of the same transaction, the former charging for service at a place eleven miles from Neath, and implying that it was personal service, and the latter showing that Mr. Rees Williams had not been seen, and that his stepfather had promised to attend to the matter. He could not help thinking that the real facts were concealed, and that the attorneys in the country were not free from blame. The money must, therefore, be returned under the rule, with costs up to the time when it was offered to Mr. George.

Mr. Justice SHEE concurred in the judgment, and observed that, although these gentlemen had come before the Court with a very full and frank explanation of everything which had occurred, it was reprehensible in them not to tell Mr. George at once that Mr. Rees Williams was not in their immediate neighbourhood when first employed to effect service.

Rule absolute for repayment of £1 8s. and 12s. 4d., but with costs only to the date of the offer of repayment.

#### COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Jan. 28.—*In re H. A. Wildes*.—The bankrupt, an attorney of Maidstone, came up for examination. The debts, secured and unsecured, are returned at £44,000; against property held by creditors, £24,000; other assets doubtful.

Mr. Lawrence, for the assignees, said the bankrupt had carried on an extensive business at Maidstone for a long period on his own account, and subsequently in partnership with Mr. Whitehead. The bankrupt owed a large amount separately, but the joint estate of Wildes and Whitehead disclosed a considerable surplus. So far as the assignees had reason to believe, they did not think any accounts could be rendered by the bankrupt which would lead to assets.

Mr. Linklater said he appeared for creditors, and proposed to examine the bankrupt.



Mr. Wildes examined.—I have given up to the assignees my traders' accounts; but I have not delivered over my cash book, bankers' book, and ledger.

Mr. Lawrence.—My clerk informed you that all books should be given up to the assignees.

The COMMISSIONER.—The bankrupt is himself an attorney. He ought to have been well aware of his duty in this respect—he is a professional man.

Mr. Lawrence.—Unfortunately his profession has led him into bankruptcy.

The COMMISSIONER said that the books must be given up at once to the assignees.

The Bankrupt's examination continued.—My insolvency arose through losses which I sustained. For the two or three years preceding my bankruptcy I was insolvent, at least I believe so. I have prepared a statement showing my position as on the 1st of July, 1860, that I was solvent. I will not positively say that I was solvent at that time. Shortly after July, 1860, I had a fire upon my premises. I had previously sustained a loss of £800 through the misconduct of an architect and a builder. I became involved in litigation, and had to pay a large portion of the expenses. The award was made in May, 1861. In the beginning of 1860 I believed myself to be insolvent.

The COMMISSIONER.—You have already said that you believed yourself to be solvent in July, 1860.

The Bankrupt.—I have now stated how the fact turned out; not my then belief on the subject.

After some further examination,

Mr. Linklater said he did not think much good would result from continuing the inquiry, but it was all-important to the creditors that the bankrupt should furnish additional accounts, explanatory of his position. The bankrupt held very important offices, and he still held one office of considerable value (clerkship of the peace for the county of Kent.) His debts were £44,000, and the property in the hands of creditors was returned at £24,000. Of course, the estimate of the property held was very much exaggerated, and there was no doubt that the deficiency would be a great deal larger than the actual difference between the amounts he (Mr. Linklater) had given. In considering what the Court would do with the case when Mr. Wildes applied for an order of discharge, it would be very desirable to see when insolvency first arose. There were very many circumstances in the case which called at least for inquiry, and, inasmuch as none but the ordinary accounts had been filed, he (Mr. Linklater) would ask, on behalf of the creditors he represented, that the bankrupt should be ordered to furnish an account as of the date when he considered himself solvent in 1860—continuing the deficiency account down to the time of the bankruptcy—also that the bankrupt should render a cash account extending over the same period.

Mr. C. E. Lewis (who supported the bankrupt).—That involves a cash account for three years or more.

The COMMISSIONER.—I observe from the schedule that some of the debts were contracted prior to that date. The bankrupt must furnish the desired accounts.

An adjournment was then taken. The bankrupt in the meantime to place upon the file the additional accounts required by Mr. Linklater.

Jan. 29.—*In re W. Holt*.—The bankrupt, applied for an order of discharge. His difficulties arose out of the publication of the "Folio Shakespeare." Proceedings in chancery were now pending with a view to the recovery of the value of the bankrupt's interest in the work, and it was hoped that a considerable sum would be realized by the assignee.

Mr. COMMISSIONER granted the discharge.

(Before Mr. Commissioner GOULBURN.)

Jan. 29.—*Re Pullen*.—The bankrupt, who came into court on his own petition, was an attorney, of Ironmonger-lane, and of Wellington-terrace, Dalston. This was a meeting for examination and discharge.

Mr. R. Griffiths opposed for Mr. Gibson, the father of a young lady to whom the bankrupt had promised marriage, and afterwards seduced. The bankrupt did not now appear in court, and had filed no balance sheet. An action had been brought against him, and a verdict for £150 damages and £74 costs returned. He asked for an adjournment *sine die*, and that there should be no protection.

The COMMISSIONER ordered an adjournment *sine die*. Protection was not granted.

#### BOW STREET POLICE-COURT.

Feb. 2.—Mr. Vaughan, the new magistrate appointed to

succeed Mr. Corrie, on his vacating his seat as a magistrate, in consequence of his appointment to the office of City Remembrancer, took his seat to-day, for the first time.

#### MARLBOROUGH-STREET POLICE-COURT.

Two adjourned summonses against Mr. Kelly, auctioneer, of Charles-street, Oxford-street; and Mr. Scotcher, auctioneer of Old Bond-street, for alleged offences under the Merchandise Marks Act, 1862, came before Mr. Tyrwhitt on Tuesday last for final decision.

As the cases are of considerable importance, in consequence of being the first in which a magistrate has been called upon to give a decision under the new Act, and as the two previous hearings occupied much time in the discussion of technical and substantial objections raised to the proceedings, all of which were referred to the magistrate for consideration, it will be necessary, in order to make the report intelligible, to give an abstract of the evidence and the objections given and taken on those occasions.

The first summons heard was against Mr. Kelly, auctioneer, of Charles-street, for having unlawfully refused, after demand made, to state how he became possessed of three pianofortes, bearing the trade mark of Mr. Thomas Rolfe. The offence was laid under the 6th section of the Act.

Mr. Bradlaugh, from the office of Mr. Leverson, Great St. Helen's, appeared in support of the summons; and Mr. Crouch, of the firm of Messrs. Channell & Crouch, solicitors, of Gray's-inn, attended for the defendant.

The evidence brought forward was, that the defendant had a sale of pianos in January last, at his rooms, and that in the catalogue were three pianos described as being made by Messrs. Rolfe & Co., pianoforte makers, of Regent-street. During the sale Mr. Thomas Rolfe was told by the auctioneer that the pianos he was then looking at, which had his counterfeit trade mark upon them, were sold. A witness named Clarke also heard the lots put up for sale, and knocked down as if sold. An application was made to Mr. Kelly in writing for the names of the persons from whom he received the pianos. Mr. Kelly replied by asking why he was selected, and why proceedings were not taken against other auctioneers, who were acting in a worse manner.

Mr. Thomas Rolfe stated that he formerly carried on business in Regent-street with his father and brother; but in 1854 he separated from them, and carried on business on his own account in Regent-street. His trade mark was Rolfe, or Rolfe & Co., pianoforte manufacturers, Regent-street. This trade mark was on the three pianos in Mr. Kelly's sale-rooms. The pianos were new; he had never seen them before. He had not authorised any one to put his trade mark upon them, and they were not made by him.

Mr. Crouch cross-examined Mr. Rolfe, and elicited that he had been bankrupt in 1858, and had not carried on business in Regent-street from that date. He had made and sold pianos at Manchester, with his trade mark, Rolfe & Co., Regent-street, on them. He had put his trade mark on pianos lent out for hire, and not made by him, and on one occasion he had bought a piano from Mr. Scotcher, auctioneer, and had placed his trade mark on it.

Mr. Crouch, for the defendant, contended that the requirements of the Act had not been complied with, so as to warrant the bench in convicting his client. He had pressed the defendant with questions in relation to his private affairs; but he had not overstepped his professional duty in so doing, as he would show the questions had a direct bearing on the case. With respect to the Act itself, it was very much wanted—it was admirably drawn; you could not, as in ordinary Acts, drive a coach and six through its clauses; and, if it was properly carried out, it would effect much good to the public and to manufacturers. But it was a highly penal Act, inflicting a punishment of two years' imprisonment in some cases, and, therefore, it must be construed carefully and strictly. It was necessary to define exactly cases of alleged infringement of the Act, and to class them under their proper sections. He feared, however, that neither the profession nor the public had paid sufficient attention to this important Act, for he saw from the public papers that all sorts of cases were being brought forward under this Act, and that convictions were asked for upon loose and irregular evidence. In the present case he would show that the Act had not been complied with, and that, therefore, the complainant had no right to ask for a decision in his favour. The case was laid under the 6th section, and to bring a person under that section, he contended three things must be proved—hat

there was the possession of a trade mark that might lawfully be used; that it had been used; and that the right to use it had not been forfeited. The legal definition of a trade mark was not clear. The question had occupied the higher law courts, but no definite rule had been arrived at. A trade mark, however, might be a name or a device; but, whatever it was, it must contain nothing deceptive, or calculated to mislead a buyer. His objection against the present summons was that no trade mark had been proved in a legal way—the mere assertion of the possession of a trade mark not being proof enough; next, assuming there was a trade mark, that it was deceptive—inasmuch as it had been admitted by Mr. Rolfe that he placed that mark on pianofortes made in Manchester; that the trade mark had been prostituted by being placed on pianos not made by Mr. Rolfe—viz, pianos let out on hire, and on one pianoforte bought from Mr. Scotcher; and, lastly, that the trade mark no longer belonged to Mr. Rolfe, since he had become bankrupt, but that the property—for trade marks were property—vested in the assignees. Under those circumstances, he considered that the complainant had no right to ask for the information he sought, which might afterwards be made use of against himself or others; that he had failed in his case; and that the Court ought to remit him to his remedy by civil action, as provided by the 22nd section of the Act. Mr. Crouch cited the following cases in support of his argument:—*Hall v. Barrows*, 11 W. R. 525; *Pidding v. How*, 8 Sim. 477; and *The Leather Cloth Company*, 12 W. R. 289.

Mr. Bradlaugh, in reply, said the Act was intended to give manufacturers and others a cheap and easy remedy against the practice of pirating or counterfeiting trade marks; but if technical objections were allowed to have undue weight, then the excellent intentions of the Legislature would be entirely defeated. If the bench did not give a decision in the present matter the complainant would be wholly without redress, for he could not obtain it by civil action. With reference to the objections raised by Mr. Crouch, he now produced the trade mark tablet used by Mr. Rolfe, and never given up to any one or discontinued. It was of no moment that pianos made in Manchester had "Regent-street" on them, because those words formed part of the trade mark. There was no intention to deceive or mislead in retaining the words "Regent-street." Those words were part of the distinctive trade mark of Mr. Rolfe, there being another maker, Messrs. Rolfe & Co., of Cheap-side. The trade mark did not mean to assert that the pianofortes were actually manufactured in Regent-street, but that the pianofortes were made by Mr. Rolfe. Mr. Rolfe had a right to use the mark as it stood wherever he went—it was a trade mark to which his talent had attached a certain reputation, as was proved by the way in which the trade mark was counterfeited or pirated. With respect to the assertion that bankruptcy had deprived Mr. Rolfe of his property in the mark, and placed it in the hands of the assignees, he contended that this objection was not tenable. The assignees themselves had given back to Mr. Rolfe the plates with the trade mark on them, thus admitting that they had no right to them, and Mr. Rolfe had continued to use these plates on pianos he subsequently made, and some of the plates he had still in his possession. It was also urged that Mr. Rolfe had forfeited his right to his trade mark, because he had used it improperly; but his reply was that the most respectable makers put their trade mark on pianos intended to be lent out on hire, and occasionally, when there was a great demand, on pianos which they selected, and which they ascertained to be of sufficient excellence to justify them in placing their trade mark upon them.

Mr. TYNWHITT said the Act was one of a very wide application, and very important, in its intention. He could have wished that the parties had agreed upon a case which would have included the disputed points, and taken it to the superior courts. He, however, was called upon for his decision, but he certainly would not give it until he had given a careful study to the Act and to the objections placed before him.

The next case was against Mr. Scotcher, auctioneer, Old Bond-street.

Mr. Bradlaugh supported the summons; Mr. FENN appeared for the defence.

Mr. Brooks, accountant, Newcastle-court, saw three lots in a catalogue of a sale at the defendant's auction rooms; those lots referred to three pianofortes, with the name of Rolfe & Co., pianoforte-makers, Regent-street, on them. He saw one of them put up, and knocked down for ten guineas, but he did not hear the name of the buyer.

Cross-examined.—A letter was written to Mr. Scotcher from

Mr. Leverson, asking for the name of the person from whom these pianos had been received, and other particulars. He called on Mr. Scotcher, who, after some conversation, gave him the name of Endenblatt and the address, but did not state how long he had had the pianos, the date when he purchased them, or under what circumstances.

Mr. Thomas Rolfe had seen the pianofortes; they had his trade-mark on them, and they were not made by him, nor had he authorised any one to use his trade mark. After his bankruptcy, in 1858, the official assignee, Mr. Pennell, had given him back all the unused plates with his trade mark on them. There was the word "patent" on some of the pianofortes. He used the word because he had taken out a patent for improvements, but he discontinued the improvements in consequence of the expense. Had suffered very much in his business in consequence of the bad reputation his name had acquired, owing to the forgery of his trade mark.

Cross-examined.—Had bought a piano of Mr. Scotcher, and had placed his trade mark on it. Had bought a great number of instruments for hire, and had placed his trade mark on them. Had never taken a room in Red Lion-square for the purpose of advertising pianos for sale. Had resided for about three years in Lord-street, Manchester, and had carried on business there as a pianoforte maker, but the capital was found by another person. Had placed the name of Hewitt on a piano which he had bought, but the name was taken haphazard.

After some corroborative evidence was adduced, Mr. TYNWHITT said it appeared to him that the defendant had given information when required to do so.

Mr. Bradlaugh said the information was not sufficient. He could not summon the seller without more information.

Mr. TYNWHITT said he would adjourn this case also, and give his decision when he dealt with the first case. His present impression was, however, that Mr. Scotcher had given all the information that could be required, though he certainly had fallen short of the stipulations in the Act of Parliament.

Feb. 2.—All parties being present, Mr. TYNWHITT delivered the following judgment. He said a system has long prevailed of affixing the names and trade marks of first-rate manufacturers of all kinds of articles of trade to articles of the same kind, vamped up with inferior materials and workmanship. The fair trader thus loses credit in the market, while the expense of a suit in equity precludes any real remedy in a great majority of cases. It has been now attempted by the Legislature, by the 25 & 26 Vict. c. 88, to meet this evil. In this case the complainant is a pianoforte maker, and the defendant an auctioneer. The offence charged is, in plain terms, selling two pianos bearing what is said to be the trade mark of the complainant on them, without lawful authority or excuse, and then not giving him full information in writing of the name and address of the person from whom the defendant obtained the pianos, and of the time when he obtained them, as required by section 6. And here, at the outset, I dismiss the arguments founded on acts of the complainant, which, if committed at all, might or might not have been illegal had this Act existed at the time they are alleged to have taken place. They appear directed *ad hominem* merely, and do not affect the question before me. The Act, by section 1, declares a trade mark to include a name, word, letter, &c., lawfully used by any person to denote any chattel of trade, manufacture, or merchandise to be an article or thing of the manufacture, workmanship, product, or merchandise of that person. I have reviewed the evidence; the sale is distinctly proved; and I see nothing to show that these words on the pianos, "Rolfe & Co.," or "Rolfe, Regent-street," are not such a trade mark, and the trade mark of the complainant, Thomas Rolfe, and lawfully used by him. I see no false representation by which any purchaser would be misled. There is no statement that the pianos were manufactured in Regent-street; they would be no better or worse if made or not made there, and it is notorious that the place of actual manufacture of articles of sale and the places of sale of them often are, and must be, entirely different. But here the words "Rolfe & Co., Regent-street," were intended to distinguish the complainant's pianos from those of Rolfe & Son, Cheapside, he having dissolved partnership with them. Whether they were made in London or Manchester, he equally staked his reputation as a piano maker, by affixing to them plates bearing his mark or trade mark stamping, and identifying them as the workmanship and production of Rolfe, or Rolfe & Co., Regent-street—viz., himself (the complainant). The case of representing goods to have been manufactured in any place, which place is material to the quality or excellence of the article, though they are, in fact, made elsewhere, and are

also inferior in quality, would be very different. As to the complainant's bankruptcy in 1859, it appears that the official assignee handed him back the plates and tablets bearing his trade mark. If this trade mark be property (as held by the Lord Chancellor, overruling the Master of the Rolls), the assignees seem to have re-vested the property in it in the complainant. But, if otherwise, I am not aware it has yet been held in a superior court that, where the trade mark of a certificated bankrupt has not been sold by assignees, it has, for the future, entirely passed from the bankrupt, so as to debar him from protecting his future productions from piracy. And it appears, from Lord Westbury's judgment in *Hall v. Barrow*, that where a name, impressed on a vendible commodity, passes current in the market, not as an indication of quality, but simply as a statement or assurance, that the commodity has been made by a particular person, the Court would not sell the right to use the same simply, or without terms, to be imposed on the purchaser. On the whole, I am of opinion that the complainant has made out his case under section 6, and shall order the defendant to give, within forty-eight hours after service of the order on his attorney, the full information in writing required by the Act. The same reasons apply in the second case of Mr. Scotcher, and I shall make a similar order as to the piano marked in the catalogue lot twenty-one, as also as to the lots forty-nine and fifty-seven in the catalogue. The defendant only furnished the name and address of the person from whom he says he had the piano. That is not the full information required by the Act.

Mr. Bradlaugh hoped costs would be given.

Mr. TWEWHITT did not think he could give costs in such a case.

Mr. Crouch applied for a case in order to take the question into the superior court.

Mr. TWEWHITT thought that the preferable mode would be to move the case by *certiorari* to the higher court. However, if a case was drawn up he would approve of it, or provide one of his own.

#### CLERKENWELL POLICE COURT.

Feb. 4.—Mr. Edward Bouck surrendered to his recognisances, before Mr. D'Eyncourt, charged, under 6 Will. 4, c. 62, s. 18, on a summons, with making a false declaration to Mr. John Howard Williams, an officer now by law authorised to take and receive declarations.

The facts of the case appeared in our columns last week, when the matter was first brought before the magistrate. On that occasion, Mr. D'Eyncourt expressed an opinion, after looking at the provisions of the Act of Parliament, that this was not a case in which a declaration was "necessary and proper," and said it was not such a declaration as he should think of signing. He also said that it was a case which the Legislature did not contemplate when the Act was passed, and then the whole matter was adjourned for further consideration.

Mr. Hardinge Giffard, instructed by Mr. Beard, now attended for the prosecution. He contended that the 13th section of the Act, in which the words "necessary and proper" occurred, was the key to the whole of the other clauses. The 13th section, under which these proceedings are laid, says, that, if any declaration is made which shall be false or untrue in any material particular, the person wilfully making such false declaration shall be deemed guilty of a misdemeanour. It was not necessary in this case to show that the declaration was "necessary and proper," for, it having been made, the offence was complete, and the magistrate had no jurisdiction but to send the case for trial. The only question in this case was whether the declaration had been falsely sworn, and whether it was indictable. He contended that the defendant had wilfully and falsely made a declaration, and that, having committed the offence, the case ought to go for trial.

Mr. D'Eyncourt said that it struck him at first that this was not one of the declarations intended to be taken by the Act, and he did not want to put the county to the expense of a trial which would result in no practical good. After what he had heard, the case had better go for trial.

Mr. Giffard remarked that the county gave no costs in cases of this sort.

Mr. Metcalfe, for the defendant, said the question was, whether the affidavit in this case was taken judicially, and he contended that it was not, and that the commissioner had no jurisdiction to take this declaration. The commissioner had done solemnly what he had no right to do, and the declaration is a mere piece of waste paper. The better course would be for the complainant

to take a case for the decision of the Court of Queen's Bench or the magistrate might decline to act.

Mr. D'Eyncourt said his only difficulty was, whether the commissioner had taken a declaration which he had no right to take. If it was for an immoral, or an unlawful purpose, then there would be no difficulty in the way. He should send the case for trial, for he should like the difficulties in the way to be cleared up, for it was a matter of daily trouble to the magistrates to decide what were proper declarations or not. All manner of declarations were put before them for signature, and it was impossible to read them all. The Court alone might say that there was a doubt in the case, and, therefore, it was a proper one to send for trial, that the doubt might be removed.

Mr. D'Eyncourt committed the defendant to the Central Criminal Court for trial, but consented to take one surety, in the sum of £20, for the defendant's appearance.

#### GENERAL CORRESPONDENCE.

##### THE LATE CHARGE OF ASSAULT AGAINST A SOLICITOR.

As the charge of assault, made by Mr. Mardon against myself and client, Mr. Kent, was reported in your paper of the 16th ult., I beg to inform you that the bill preferred by Mr. Mardon was yesterday thrown out by the grand jury. Your insertion of this will give the same publicity to the result as to the original charge, and oblige your obedient servant,  
G. E. MEAD.

118, Jermyn-street, St. James's, Feb. 2.

#### APPOINTMENTS.

The following appointments have been made in Ceylon:—Mr. G. W. EDEMA, has been appointed to be registrar of lands for the Western Province, and for the Colombo district; Mr. W. MORGAN, to be registrar of lands for the Southern Province, and for the Galle district; Mr. W. H. P. DE SARUM, to be registrar of lands for the Eastern Province, and for the Trincomalee district; Mr. A. MAINWARING, to be registrar of lands for the North-Western Province, and for the Kornegalle district; Mr. J. F. LORENZ, to be registrar of lands for the Cultrura district; Mr. D. J. PEREIRA, to be registrar of lands for the Negombo district; Mr. W. L. W. LUDEKENS, to be registrar of lands for the Matura district; Mr. O. C. LASSOSSAY, to be registrar of lands for the Tangalle district; Mr. J. P. MEERWALD, to be registrar of lands for the Batticaloa district; Mr. W. STOCK, to be registrar of lands for the Central provinces, and for the Kandy district; Mr. S. WATTILINGAM, to be registrar of lands for the Northern provinces, and for the district of Jaffna; and Mr. J. MASSELMANY, to be registrar of lands for the Ratnapoora district.

Mr. WILLIAM ARTHUR ROBINSON, 38, Dowgate-hill, City, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

#### PARLIAMENT AND LEGISLATION

##### HOUSE OF LORDS.

Thursday, Feb. 4.

Parliament was this day opened by commission. Soon after one o'clock the Lords began to assemble, and at two the Royal Commissioners took their seats in front of the throne. Black Rod was despatched to summon the Speaker and members of the Commons, to attend at the bar to hear Her Majesty's speech. In a few minutes the right hon. gentleman, accompanied by several members of the Lower House, and attended by the officers, appeared at the bar.

The LORD CHANCELLOR read the Queen's speech.

##### HOUSE OF COMMONS.

The SPEAKER took the chair about twelve o'clock. The members began to assemble shortly after one o'clock, and, when the chair was taken, a considerable number was present. Black Rod soon afterwards appeared, and summoned the Speaker and member to attend at the bar of the House of Peers to hear Her Majesty's speech. The Speaker, accompanied by most of the members, and attended by the officers, accordingly proceeded to the House of Lords.



## IRELAND.

In the Court of Queen's Bench on the 30th ult., in the case of *The Queen at the prosecution of the Mayor of Belfast v. John Rae*, The CHIEF JUSTICE pronounced the decision of the Court. The case came before their lordships on a motion by the defendant for the award of a *venire de novo*, on the ground that Judge Hayes, who tried the criminal information at Belfast, had erroneously allowed the demurrer put in by the prosecutor's counsel to the challenge to the array. The Court was of opinion that the learned judge acted quite right.

Judge O'BRIEN concurred.

Judge HAYES wished merely to intimate that he had abstained from taking any part in the case.

Judge FITZGERALD concurred in opinion with Mr. Justice O'BRIEN, and he would merely add, as to the affidavit relating to the non-attendance of Sir Hugh Cairns, that the serving him with a *subpoena* was wholly unwarrantable, and very nearly amounted to an abuse of the process of the Court.

Mr. Rae.—I am bringing an action against Sir Hugh Cairns in England, and, perhaps, when it is ended, you may alter your opinion.

## CONSOLIDATED REGULATIONS OF THE INNS OF COURT.

The following consolidated regulations of the several societies of Lincoln's-inn, the Middle Temple, the Inner Temple, and Gray's-inn, as to the admission of students, the mode of keeping terms, the calling of students to the Bar, the granting certificates to practise under the Bar, and legal education, have just been issued:—

## Admission of Students.

1. That every person who shall have passed a public examination at any of the universities within the British dominions, shall be entitled to be admitted as a student to any Inn of Court, for the purpose of being called to the Bar, or of practising under the Bar, without passing a preliminary examination; but subject to rule 7, hereinafter contained.

2. That every other person applying to be admitted as a student to any Inn of Court, for the purpose of being called to the Bar, or of practising under the Bar, shall, before such admission, have satisfactorily passed an examination in the following subjects—viz.:—

- (a) The English Language.
- (b) The Latin Language, and
- (c) English History.

3. That such examination shall be conducted by a joint board, to be appointed by the four Inns of Court.

4. That for constituting such board, each Inn shall appoint six examiners.

5. That the examiners shall attend according to a rota to be fixed by themselves, and that two shall be a quorum.

6. That meetings of the examiners of students, applying for admission at any of the four Inns of Court, shall be held at least once in every week between the 20th of October and the 10th of August in each year.

7. That no attorney at law, solicitor, writer to the signet, or writer of the Scotch courts, proctor, notary public, clerk in chancery, Parliamentary agent, or agent in any court original or appellate, clerk to any justice of the peace, or person acting in any of these capacities, and no clerk of or to any barrister, conveyancer, special pleader, equity draftsman, attorney, solicitor, writer to the signet, or writer of the Scotch courts, proctor, notary public, Parliamentary agent, or agent in any court original or appellate, clerk in chancery, clerk of the peace, clerk to any justice of the peace, or of or to any officer in any court of law or equity, or person acting in the capacity of any such clerk, shall be admitted as a student at any Inn of Court for the purpose of being called to the Bar, or of practising under the Bar, until such person shall have entirely and *bonâ fide* ceased to act or practise in any of the capacities above-named or described; and if on the rolls of any court, shall have taken his name off the rolls thereof.

8. That the following forms shall be adopted by the said societies on applications for admission as members:—

I, \_\_\_\_\_ of \_\_\_\_\_ aged \_\_\_\_\_ the son of \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ (add father's profession, if any, and the condition in life and occupation, if any, of the applicant) do hereby declare that I am desirous of being admitted a member of the honourable society of \_\_\_\_\_ for the purpose of keeping

terms for the Bar, and that I will not, either directly or indirectly, apply for or take out any certificate to practise, directly or indirectly, as a special pleader, or conveyancer, or draftsman in equity, without the special permission of the Masters of the Bench of the said society.

And I do hereby further declare that I am not an attorney-at-law, solicitor, a writer to the signet, a writer of the Scotch courts, a proctor, a notary public, a clerk in chancery, a Parliamentary agent, an agent in any court, original or appellate, a clerk to any justice of the peace, nor do I act, directly or indirectly, in any such capacity, or in the capacity of clerk of or to any of the persons above described, or as clerk of or to any officer in any court of law or equity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(Signature)

We, the undersigned, do hereby certify that we believe the above-named \_\_\_\_\_ to be a gentleman of respectability, and a proper person to be admitted a member of the said society.

} Barristers of

Approved, {

Treasurer, or, in his absence, by two benchers.

9. That every person applying to be admitted as a student shall pay the sum of one guinea upon application for the form of admission; and that the sums so paid shall form part of the common fund hereinafter mentioned, and shall every year be divided among the examiners for admission, in proportion to the number of examinations which during the year they shall respectively have attended.

## Keeping Terms.

10. That students of the said societies, who shall at the same time be members of any of the Universities of Oxford, Cambridge, Dublin, London, Durham, the Queen's University in Ireland, St. Andrew's, Aberdeen, Glasgow, or Edinburgh, shall be enabled to keep terms by dining in the halls of their respective societies any three days in each term.

11. That students of the said societies, who shall not at the same time be members of any of the said universities, shall be enabled to keep terms by dining in the halls of their respective societies any six days in each term.

12. That no day's attendance in the respective halls shall be available for the purpose of keeping term, unless the student attending shall have been present at the grace before dinner, during the whole of dinner, and until the concluding grace shall have been said.

## Calling to the Bar.

13. That every student of the said societies shall have attained the age of twenty-one years before being called to the Bar.

14. That every student of the said societies shall have kept twelve terms before being called to the Bar, unless any term or terms shall have been dispensed with under the 46th rule, hereinafter mentioned.

15. That no student shall be eligible to be called to the Bar who shall not have attended during one whole year the lectures and private classes of two of the readers, or have been a pupil during one whole year, or periods equal to one whole year, in the chambers of some barrister, certified special pleader, conveyancer, or draftsman in equity, or two or more of such persons, or have satisfactorily passed a general examination. Provided that students admitted before the first day of Hilary Term, 1864, shall have the option of qualifying themselves to be called to the Bar, either under the rules of the Inns of Court of Hilary Term, 1852, or under these regulations.

16. That no student of any of the said societies, desirous of being called to the Bar, shall be so called, until the name and description of such student shall have been placed upon the screens hung in the hall, benchers' room, and treasury, or steward's office, of the society of which he is a student, fourteen days in term before such call.

17. That the name and description of every such student shall be sent to the other Inns of Court, and shall also be screened for the same space of time in their respective halls, benchers' rooms, and treasury, or stewards' offices.

18. That no call to the Bar shall take place except during term; and that such call shall be made on the same day by the several societies—namely, on the sixteenth day of each term, unless such day shall happen to be Sunday, and in such case on the Monday after.

## Certificates to practise under the Bar.

19. That no student of any of the said societies shall be

allowed to apply for or take out any certificate to practise, either directly or indirectly, as a special pleader, or conveyancer, or draftsman in equity, without the special permission of the Masters of the Bench of the society of which he is a student, to be given by order of such masters, and that no such permission shall be granted until the student applying shall have kept twelve terms.

20. That such permission shall be granted for one year only from the date thereof, but may be renewed annually by order, as aforesaid.

21. That no student shall be allowed to obtain any such certificate unless he shall have attended such lectures and classes, or passed such an examination, or been such pupil, as, under the rules herein contained, would be necessary to entitle him to be called to the Bar. Provided that students admitted before the first day of Hilary Term, 1864, shall have the option of qualifying themselves to obtain such certificates, either under the rules of the Inns of Court of Hilary Term, 1852, or under these regulations.

22. That the regulations herein contained as to screening names in the halls, benchers' rooms, and treasury, or stewards' office, shall apply to students seeking certificates to practise as special pleaders, conveyancers, or equity draftsmen.

#### *Council of Legal Education.*

23. That a standing council shall be established, to be called "The Council of Legal Education," and to consist of eight Benchers, two to be nominated by each of the Inns of Court, and of whom four shall be a quorum. That the members of such council shall remain in office for two years, and that each Inn shall have power to fill up any vacancy that may occur in the number of its nominees during that period. That to this council shall be entrusted the power and duty of superintending the whole subject of the education of the students, and of arranging and settling the details of the several measures which may be deemed necessary to be adopted, and such other matters as herein in that behalf mentioned.

24. That the Council of Legal Education shall have power to grant dispensations to students who shall have been prevented by any reasonable cause from complying with all the regulations as to the attendance on lectures and classes which shall from time to time be established.

25. That all arrangements touching the number of public lectures to be delivered by the readers, and the hours and extent of private classes, shall be left to the council.

#### *Educational Terms.*

26. That for the purposes of education the legal year shall be considered as divided into three terms, one commencing on the 1st of November and ending on the 22nd of December, the second commencing on the 11th of January and ending on the 30th of March, and the third commencing on the 15th of April and ending on the 31st of July, subject to a deduction of the days intervening between the end of Easter and the beginning of Trinity Term.

#### *Readers.*

27. That for the purpose of affording to the students the means of obtaining instruction and guidance in their legal studies, five readers shall be appointed, viz.:-

1. A reader on jurisprudence and civil and international law, to be named by the society of the Middle Temple.
2. A reader on the law of real property, to be named by the society of Gray's Inn.
3. A reader on the common law, to be named by the society of the Inner Temple.
4. A reader on equity, to be named by the society of Lincoln's Inn; and
5. A reader on constitutional law and legal history, to be named by the council of legal education.

28. That the readers shall be appointed for a period of three years.

29. That the duties of the readers (subject to regulation by the Council of Legal Education) shall consist of the delivery of two courses of lectures in each educational term; of the formation of classes of students, for the purpose of giving instruction in a more detailed and personal form than can be supplied by general lectures; and of affording to students, generally, advice and directions for the conduct of their professional studies.

30. That a separate course of lectures on international law shall be delivered, and shall for the present be delivered by the reader on jurisprudence and civil and international law.

31. That it shall be part of the duty of the reader on the

common law to give instruction in his lectures on the subject of the office and duties of magistrates.

32. That the readers on common law and on equity shall have particular regard to the law of evidence in their lectures and other instruction to the students.

33. That (subject to regulation by the Council of Legal Education) one of the courses of lectures to be delivered by the reader on common law, the reader on equity, and the reader on real property, shall be on the elementary, and the other on the more advanced portion to which his lectures apply.

#### *Emoluments of Readers.*

34. That each reader shall receive the fixed sum of four hundred guineas a year.

35. That the fees to be paid by students for the privilege of attending private classes shall be distributed among the readers at the end of each year, in proportion to the number of students attending their respective private classes.

#### *Fees payable by Students.*

36. That each student shall, on admission, pay a sum of five guineas, which shall entitle him to attend the lectures of all the readers.

37. That each student shall be privileged to attend all the private classes on payment of five guineas per annum.

#### *Examinations on Subjects of Lectures.*

38. That in the month of July in each year, there shall be voluntary examinations of the students upon the subjects of the several courses of lectures, but no student shall be entitled to go in for examination on any of the subjects unless he shall have obtained a certificate from the reader that he has duly attended his lectures and classes upon the subject on which he offers himself for examination. Each examination shall be conducted by some barristers or barrister (not being the reader of the class to be examined) to be nominated for that purpose by the Council of Legal Education, and the Council of Legal Education shall have power to allot such remuneration as they shall think fit, to such examiners.

39. That no student who shall be entitled to a certificate of having attended the advanced course of lectures of the reader on common law, on equity, or on the law of real property, shall be at liberty to go in for examination upon the subject of the elementary course of lectures on the same head; and that no student shall be admitted for examination on the subject of the elementary course of lectures, on any of the last mentioned heads, after he shall have kept more than eight terms, or for examination on any of the subjects, after he shall have kept all his terms, unless in either case the Council of Legal Education shall, for special reasons, think fit to allow the same.

40. That as an inducement to students to attend and make themselves proficient in the subjects of the lectures, exhibitions of the respective values hereinafter mentioned, shall be founded and be conferred on the most distinguished students at the examinations in July.

41. That five of such exhibitions shall be given to members of the advanced classes in the common law, in the law of real property, and in equity, and the most proficient among the students in jurisprudence, the civil law, and international law, and the students in constitutional law and legal history, every year; and be thirty guineas a-year, to endure for two years, making ten running at one time.

42. That three of such exhibitions shall be given to members of the elementary classes in the common law, in the law of real property, and in equity, and be twenty guineas a-year, to endure for two years, making six running at the same time; but to merge on the acquisition of a superior studentship.

43. That all the students attending the lectures of any of the readers shall be at liberty to attend the several oral examinations; and that all members of the Inns of Court, who shall have obtained written orders of admission from any of the readers, or from any bencher of any of the societies, shall also be at liberty to attend such examinations.

#### *General Examinations.*

44. That general examinations shall be held twice a year, for the examination of all such students as shall be desirous of being examined previously to being called to the Bar, and such examinations shall be conducted by at least two members of the council, jointly with the five readers, and certificates of having satisfactorily passed such examination, shall be given to such students as shall appear to the examiners to be entitled thereto.

45. That such examinations shall be held in or shortly before Michaelmas Term, and in or shortly before Trinity Term.

46. That as an inducement to students to propose themselves for such examination, studentships and exhibitions shall be founded of Fifty Guineas per annum each and Twenty-five Guineas per annum each respectively, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each general examination, and one such exhibition shall be conferred on the student who obtains the second position; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations, and the Inns of Court, to which such students as aforesaid belong may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the Bar. Provided that the examiners shall not be obliged to confer or grant any studentship, exhibition, or certificate, unless they shall be of opinion that the examination of the students has been such as entitles them thereto.

47. That at every call to the Bar, those students who have passed a general examination, and either obtained a studentship, an exhibition at such examination, or a certificate of honour, shall take rank in seniority over all other students who shall be called on the same day.

#### Common Fund.

48. That the four Inns of Court shall form a common fund by annual contributions, the amounts of which shall be mutually agreed on; and out of which fund shall be drawn the stipends to be assigned to the readers, the remuneration to examiners, and such studentships and exhibitions as shall from time to time be conferred upon students, and such necessary expenses as shall be incurred by the Council of Legal Education.

49. That the fees of Five Guineas paid by students on admission shall form part of the common fund.

#### Commencement.

50. That these regulations shall take effect as from the first day of Hilary Term, 1864.

The above regulations were sanctioned and confirmed by orders of the several societies, as under-mentioned:—

MIDDLE TEMPLE, 18th December, 1863.

GRAY'S INN, 18th December, 1863.

LINCOLN'S INN, 22nd December, 1863.

INNER TEMPLE, 22nd December, 1863.

## SOCIETIES AND INSTITUTIONS.

### THE INCORPORATED LAW SOCIETY.

At a special general meeting of this society, held on Tuesday last, JAMES LEMAN, Esq., in the chair, after other business was transacted, Mr. JOHN TURNER, of Carey-street, in moving the resolution for the establishment of "a Royal College of Attorneys and Solicitors," of which he had previously given notice, said the resolution was of the highest importance to the profession, and should receive the calm and deliberate consideration of the meeting. The subject of a different organisation of the profession than that which exists in the present institution had been discussed upon more than one occasion. It was brought forward by Mr. Miller before the Metropolitan and Provincial Law Association at their general meeting in 1860, and, from the discussion which took place on that occasion, the necessity of an organisation, which would include all members of the profession, was very distinctly made out and conceded. At the last general meeting of this society, he (Mr. Turner) brought under the consideration of the members the proposal for the establishment of a Royal college of attorneys similar in character to that which exists of the surgeons, without, in the least, desiring to bind the council, who would have to consider the matter either as to the details, or to determine whether the principles of the College of Surgeons or that of Physicians should be adopted. He referred to a short summary of the result of that proposal contained in the *Solicitors' Journal* of the 4th of July, 1863, which he read to the meeting, and continued as follows:—There are two aspects which I consider the proposal involves, and it, I think, requires two resolutions—the first of which I have the honour of moving to the following effect:—"That, having regard to the important duties performed by the attorneys and solicitors of England, and to the trust and confidence reposed in them by their clients, comprising all classes of the

community, it is of high importance, and for the best interests of the public, as well as of the profession, that a royal college of attorneys and solicitors should be established." The first and primary consideration is, what will be the gain to the public by the establishment of a college, and the next, what are the advantages likely to be derived by the profession. The duties of professional men being such as, in themselves, are of public importance, whatever will secure their effectual performance, and whatever will add to the dignity or to the improvement of the profession, necessarily, must be a public advantage. It is in the nature of things that rewards for merit create emulation, and are incentives to good conduct; the power of conferring degrees, therefore, by the council of a college, and the power of degrading, or of suspending, or censuring were powers which would greatly improve the tone of the profession, and would add to its status and dignity, and they would induce an improved class to enter the profession, and thereby add to its usefulness, for it cannot be denied that it is of advantage to the public to possess in the ranks of our branch of the profession men who are learned, who have high attainments, and whose integrity will remain unchallenged and unquestioned—all of which may be secured by the supervision which would arise from the governing body of a college. To be a member of a college is to hold a dignity, to hold a station. To be a fellow of a college is a natural and a proper ambition. To degrade or suspend from those dignities or honours, or even to be censured by the council of such a college would be felt by any member to be so destructive of his position, that the moral control would be such as to remove the stigma which at present attaches in consequence of malpractices not within the purview, or which do not come within the jurisdiction, of the courts. The influence of a college, in that respect, would be, in my opinion, of the highest advantage to the profession. To test the value of a college, I may be allowed to mention that I have personally invited gentlemen in the profession, of good repute, of considerable affluence, and of great influence to become members of the Incorporated Law Society, and my request has been met by the question "what good shall I get by it? I cannot visit your Hall. I cannot have the benefit of your library—and I am simply, therefore, asked to subscribe without any adequate return. I do not consider I should gain a dignity by becoming a member of the Incorporated Law Society. What inducement, therefore, do you offer me to subscribe and become a member?" I have found it extremely difficult to answer those questions, except by stating that that which existed for the general benefit ought to be contributed to by all those who either directly or indirectly took advantage of it. I have not found that answer to be sufficient, but I have then said, suppose the society converted into a college, and have asked if this were a royal college of attorneys, would that influence you in becoming a member? To that the answer I have received has been, yes, certainly, I should not object to pay two guineas a year, or even more, to be a member of a royal college for that is a dignity—it is a legitimate honour, and I should not object to pay for that honour, but at present I must decline to become a member of the society. Although I have given my ideas of how the college should be constituted, I do not desire to impose them as the only ones which should be considered or adopted. On the contrary, the council have other bodies to look at—and it may be mentioned that with regard to the College of Surgeons, it had gained its present eminence since the charter which authorised the election of fellows. Previously to that charter, the only status was that of members, and they had now 1288 fellows, the creation of which had produced a large income to the college. The honour was sought for by members. There was a fixed period which marked the status, or rather the time of practice, which was fifteen years, before they could be elected fellows, and great care was taken that they were proposed by six or seven persons, well-known to the council for integrity and probity in the practice of their profession. In the present college, if established, similar precautions would be taken. Before sitting down, I shall be happy to answer any question which may be put by any gentlemen who entertain any doubts of the propriety of a college.

Mr. WILLIAMS seconded the resolution.

Mr. FORD (Gray's-inn).—I should be sorry for this question to go to a vote without discussion, and I should like to ask Mr. Turner a question or two. Is it, Mr. Turner, a part of your scheme that all attorneys and solicitors should be obliged to become members of the college?

Mr. TURNER.—No; I do not think we should be able to compel them, but I think necessarily that would be the result. The College of Surgeons could not make every surgeon come



to them. I do not intend that the college should have no other functions than those of censuring and expelling, though I do not propose that it should interfere with the roll; and, I would have it that, though not compulsory, attorneys should lose an honour if they did not belong to the college.

Mr. FORD.—You do not mean to take from the judges their power, and, therefore, our profession would stand altogether as that of any gentleman following any other profession. What reason have you for supposing that, by merely becoming a college, those gentlemen, to whom you have adverted, would join us? It would be merely changing our name, and—

"a Rose  
"by any other name would smell as sweet."

We cannot take upon ourselves to deprive the courts of law of the power of striking members off the rolls. We cannot examine upon oath; and it would be placing the fellows who are to exercise the duties of expulsion, in a most painful position.

Mr. TURNER.—Of course, if you had a college you would have visitors, and, very likely, have the judges as visitors, and there would be an appeal to give an opportunity of considering anything wrong, and I do not propose to interfere at all with the admission of attorneys. I do not propose that expulsion shall compel them to cease to be attorneys. The present body has no sufficient inducement to bring the great mass of professional men within it. We have only 2,000 out of 10,000 or 11,000 attorneys.

A lively discussion then ensued, in which Mr. Braikenridge, Mr. B. F. Watson, Mr. L. F. Langham, Mr. Tukey, Mr. Anderton, Mr. W. H. Watson, Mr. Saunders, of Birmingham, Mr. Hope Shaw, Mr. Charles Bell, Mr. Lawrance, Mr. John Young, Mr. J. Clayton, Mr. Shaen, Mr. Dyte, Mr. W. M. Walters, and other gentlemen took part, and the result was that the members were unwilling to adopt Mr. Turner's resolution in the absence of a definite scheme which might enable them to judge of its merits, and it was understood that he would be prepared, on a future occasion, with a more detailed account of his project.

Mr. ANDERTON moved a vote of thanks to the chairman, which was unanimously carried, and the meeting then adjourned.

#### NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

##### JURISPRUDENCE DEPARTMENT.

On Monday a meeting of the Department of Jurisprudence and Amendment of the Law of the National Association for the Promotion of Social Science, was held at the offices, 3, Waterloo-place, Pall-mall. Sir FITZROY KELLY, Q.C., M.P., in the chair.

Mr. G. HARRY PALMER read a paper on "Suggestions for the Amendment of the Law in cases of Criminal Appeal." Mr. Palmer said the practice of appeal in criminal cases was by no means of a recent date. Having mentioned a number of cases in which criminals were clearly entitled to an appeal on points of law, although refused in most instances by the judge, he proceeded to show that the greatest number of cases in which questions of law arose came from the quarter sessions, and some few from the assizes. In the majority of these cases, the decisions of the court below were reversed. Under the present system the rich had a manifest advantage over the poor, but under the best system of laws, the wealthy would always have an advantage over the poor. He considered, however, that a criminal should be able to demand an appeal as a matter of right. Having detailed the advantages to be derived from a court of criminal appeal, he enumerated the objections which had been urged against a court of appeal. He was of opinion that, in cases of appeal, the prosecutor, when a criminal was acquitted, should have the right of a new trial. Mr. Palmer then reviewed a number of schemes for a court of criminal appeal. He considered that nothing could be more unsatisfactory than the present procedure of the Home Office in investigating the facts of cases after conviction. No doubt great pains were taken to obtain the best information as to the merits of the case, and of arriving at a just conclusion. A great outcry was raised, only a few weeks ago, against the conduct of the Home Office, and it could not be denied that the administration of justice had been brought into great scandal. It was most remarkable and deplorable that in the cases of Townley and Wright the proceedings appeared to have been conducted according to the strict requirements of the law, so that no blame could fairly attach to any one individual, and yet the result had caused a wide-spread dissatisfaction. We witnessed, at this moment, the spectacle of a dissatisfied people

lamenting the administration of justice with a servile leaning to the rich, and an utter indifference to the poor. He could not, himself, join in that censure with which the Home Office had been asspersed, as the mischief was to be attributed to the procedure and not to the functionary. In conclusion, he observed that he had no doubt a time would come when the law of appeal in civil cases would be adopted as a model for the administration of the criminal law.

The CHAIRMAN said, as soon as Parliament met he would move for leave to bring in a bill for a court of criminal appeal. It was a subject of vast importance, and its importance had been materially increased by the recent agitation on the subject, and this question, if ventilated, would not only be of importance to the society, but to the public.

Mr. WEBSTER was of opinion that, upon every principle of justice and expediency, the Legislature ought to grant a person after conviction, if he should be so advised, an appeal.

Mr. ARNOLD said it appeared that there was no power of appeal for a criminal, but merely an appeal to the mercy of the Crown, and he was greatly adverse to the secret manner in which appeals for mercy were investigated by the Home Office.

After some discussion, in which Sir Eardley Wilmot, Mr. Allen, and others, took part, a vote of thanks to Mr. Palmer for his paper, and to the chairman, closed the proceedings.

#### OBITUARY.

##### THE LATE THOMAS RIGGE, ESQ., OF LIVERPOOL.

On the 17th ult., at Liverpool, aged 50, died Thomas Rigge, formerly of the firm of Laces, Rigge, & Roscoe. He was admitted in 1839. He served his articles in the office of Messrs. Moser, of Kendal. He next spent some time in a London office, in which the writer was partner, and between them was then formed a friendship, affectionate and life-lasting, which the writer is most proud here to record. Mr. Rigge then became a pupil of Mr. Hodgkin. So high was that very able conveyancer's opinion of him, that he strongly urged, and almost persuaded him to turn his thoughts to the Bar. Mr. Rigge, however, was admitted, and for many years held a most distinguished position among the solicitors of Liverpool. He ultimately retired from general practice to become advising director or manager of the Borough Bank. On the stoppage of that great establishment in 1857, he continued for some time to give his assistance and advice in the winding up of its affairs, and never after returned to general practice.

He had an intellect singularly adapted to his profession. However extravagant it may seem to use the phrase, in the writer's best judgment he was, as a lawyer, really profound. Excepting, perhaps, Mr. Jacob, and one or two other very great men, never did the writer, in studying a difficult case, feel he had a more wise and cultivated lawyer to discuss it with than Mr. Rigge.

To representations to the Board of Trade, originally made by Mr. Rigge, the establishment of the whole scheme of procedure for the winding up of the joint-stock companies is to be attributed. It was he who first pointed out the cardinal rule of the new system—viz., an equitable jurisprudence worked out in an equity court by procedure assimilated to that in bankruptcy. The original draft of the scheme submitted to the Board of Trade, and bearing Mr. Rigge's name, will be found in Mr. Bellenden Ker's introduction on the necessity of the Act, and grounds upon which it was founded, set out in Mr. Ludlow's edition of the 1848-49 Winding-up Acts. The present writer had the honour and happiness to be conjoined with Mr. Rigge in the accomplishment of that novel and not unimportant work; and he has the liveliest recollection of the great capacity, acuteness, and ingenuity Mr. Rigge brought to it.

Mr. Rigge took deep interest in the welfare and elevation of his branch of the profession; he was a member of the Incorporated Law and other societies connected with the profession. He detested the money-making and word-spinning motives which some unfortunately have held out as proper professional inducements, and it was that detestation which led him to join with other solicitors in the establishment of this journal.

Mr. Rigge was not a mere lawyer—he was well acquainted with natural science, and especially an accomplished microscopist and photographer. He was (though no stranger would have guessed it) a member of the Society of Friends; he took a deep interest in all theological and ecclesiastical affairs, and was a great student of polemical literature; he was watching eagerly, up to his death, for the decision of the Privy Council in the Essays and Reviews case. It need hardly be said that his

wishes on all these subjects were for as wide a liberty as could be obtained for the expression of honest differences of opinion. He was a most genial companion—in a quiet conversation delightful. He was, further, a truly generous, unselfish, warm-hearted man.

Last autumn he (and the present writer also) had received a great blow in the loss of a most dear friend and brother solicitor, Mr. James Robinson, formerly of the firm of Lowndes, Robinson, & Bateson. Judging from his own feelings perhaps, the writer feels that that grief was not without a hastening effect on Mr. Rigge's decline.

He had joined a friend's dinner-party within a few days of a most tranquil and painless decease.

E. W. F.

## COURT PAPERS.

## Court of Chancery.

Sittings after Hilary Term, 1864.

## LORD CHANCELLOR.

## Lincoln's Inn.

Tuesday Feb 9	The First Seal.—App. mtns. & apps. Ptns. & apps.
Wednesday 10	Ptns. & apps.
Thursday 11	Appeals.
Friday 12	Appeals.
Saturday 13	Apps. in bkcy. & apps.
Monday 15	Appeals.
Tuesday 16	Apps. in bkcy. & apps.
Wednesday 17	Apps. in bkcy. & apps.
Thursday 18	The Second Seal.—App. mtns. & apps.
Friday 19	Appeals.
Saturday 20	Apps. in bkcy. & apps.
Monday 22	Appeals.
Tuesday 23	Apps. in bkcy. & apps.
Wednesday 24	Apps. in bkcy. & apps.
Thursday 25	The Third Seal.—App. mtns. & apps.
Friday 26	Appeals.
Saturday 27	Apps. in bkcy. & apps.
Monday 29	Appeals.
Tuesday 30	Apps. in bkcy. & apps.
Wednesday 2	Apps. in bkcy. & apps.
Thursday 3	The Fourth Seal.—App. mtns. & apps.
Friday 4	Appeals.
Saturday 5	Apps. in bkcy. & apps.
Monday 7	Appeals.
Tuesday 8	Apps. in bkcy. & apps.
Wednesday 9	Apps. in bkcy. & apps.
Thursday 10	The Fifth Seal.—App. mtns. & apps.
Friday 11	Appeals.
Saturday 12	Apps. in bkcy. & apps.
Monday 14	Appeals.
Tuesday 15	Apps. in bkcy. & apps.
Wednesday 16	Apps. in bkcy. & apps.
Thursday 17	The Sixth Seal.—App. mtns. & apps.
Friday 18	Ptns. & apps.
Saturday 19	Apps. in bkcy. & apps.

Notice.—The days (if any) on which the Lord Chancellor shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.  
Chancery-lane.

Tuesday Feb 9	The First Seal.—Mtns. & gen. pa.
Wednesday 10	General paper.
Thursday 11	General paper.
Friday 12	Ptns. sht. caus. & adj. sums. & gen. paper.
Saturday 13	General paper.
Monday 15	General paper.
Tuesday 16	General paper.
Wednesday 17	The Second Seal.—Mtns. & gen. pa.
Thursday 18	General paper.
Friday 19	Ptns. sht. caus. & adj. sums. & gen. paper.
Saturday 20	General paper.

Monday 22	General paper.
Tuesday 23	General paper.
Wednesday 24	General paper.
Thursday 25	The Third Seal.—Mtns. & gen. pa.
Friday 26	General paper.
Saturday 27	Ptns. sht. caus. & adj. sums. & gen. paper.
Monday 29	General paper.
Tuesday 30	General paper.
Wednesday 2	General paper.
Thursday 3	The Fourth Seal.—Mtns. & gen. pa.
Friday 4	General paper.
Saturday 5	Ptns. sht. caus. & adj. sums. & gen. paper.
Monday 7	General paper.
Tuesday 8	General paper.
Wednesday 9	General paper.
Thursday 10	The Fifth Seal.—Mtns. & gen. pa.
Friday 11	General paper.
Saturday 12	Ptns. sht. caus. & adj. sums. & gen. paper.
Monday 14	General paper.
Tuesday 15	General paper.
Wednesday 16	General paper.
Thursday 17	The Sixth Seal.—Mtns. & gen. pa.
Friday 18	General paper.
Saturday 19	Ptns. sht. caus. & adj. sums. & gen. paper.
Monday 21	General paper.
Tuesday 22	General paper.
Wednesday 23	General paper.
Thursday 24	General paper.
Friday 25	General paper.
Saturday 26	General paper.
Monday 28	General paper.
Tuesday 29	General paper.
Wednesday 30	General paper.
Thursday 1	General paper.
Friday 2	General paper.
Saturday 3	General paper.
Monday 5	General paper.
Tuesday 6	General paper.
Wednesday 7	General paper.
Thursday 8	General paper.
Friday 9	General paper.
Saturday 10	General paper.
Monday 12	General paper.
Tuesday 13	General paper.
Wednesday 14	General paper.
Thursday 15	General paper.
Friday 16	General paper.
Saturday 17	General paper.
Monday 19	General paper.
Tuesday 20	General paper.
Wednesday 21	General paper.
Thursday 22	General paper.
Friday 23	General paper.
Saturday 24	General paper.
Monday 26	General paper.
Tuesday 27	General paper.
Wednesday 28	General paper.
Thursday 29	General paper.
Friday 30	General paper.
Saturday 1	General paper.
Monday 3	General paper.
Tuesday 4	General paper.
Wednesday 5	General paper.
Thursday 6	General paper.
Friday 7	General paper.
Saturday 8	General paper.
Monday 10	General paper.
Tuesday 11	General paper.
Wednesday 12	General paper.
Thursday 13	General paper.
Friday 14	General paper.
Saturday 15	General paper.
Monday 17	General paper.
Tuesday 18	General paper.
Wednesday 19	General paper.
Thursday 20	General paper.
Friday 21	General paper.
Saturday 22	General paper.
Monday 24	General paper.
Tuesday 25	General paper.
Wednesday 26	General paper.
Thursday 27	General paper.
Friday 28	General paper.
Saturday 29	General paper.
Monday 31	General paper.

## LORDS JUSTICES.

## Lincoln's Inn.

Tuesday Feb 9	The First Seal.—App. mtns. & apps.
Wednesday 10	Appeals.
Thursday 11	Ptns. in lunacy, app. ptns. & apps.
Friday 12	Appeals.
Saturday 13	Appeals.
Monday 15	Appeals.
Tuesday 16	Appeals.
Wednesday 17	Appeals.
Thursday 18	The Second Seal.—App. mtns. & apps.
Friday 19	Ptns. in lunacy, app. ptns. & apps.
Saturday 20	Appeals.
Monday 22	Appeals.
Tuesday 23	Appeals.
Wednesday 24	Appeals.
Thursday 25	The Third Seal.—App. mtns. & apps.
Friday 26	Ptns. in lunacy, app. ptns. & apps.
Saturday 27	Appeals.
Monday 29	Appeals.
Tuesday Mar 1	Appeals.
Wednesday 2	Appeals.
Thursday 3	The Fourth Seal.—App. mtns. & apps.

Friday 4	Ptns. in lunacy, app. ptns. & apps.
Saturday 5	Appeals.
Monday 7	Appeals.
Tuesday 8	Appeals.
Wednesday 9	Appeals.
Thursday 10	The Fifth Seal.—App. mtns. & apps.
Friday 11	Ptns. in lunacy, app. ptns. & apps.
Saturday 12	Appeals.
Monday 14	Appeals.
Tuesday 15	Appeals.
Wednesday 16	Appeals.
Thursday 17	The Sixth Seal.—App. mtns. & apps.
Friday 18	Ptns. in lunacy, app. ptns. & apps.
Saturday 19	Appeals.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. Sir R. T. KINDERSLEY.  
Lincoln's Inn.

Tuesday Feb 9	The First Seal.—Mtns. & gen. pa.
Wednesday 10	General paper.
Thursday 11	General paper.
Friday 12	Ptns. adj. sums. & gen. pa.
Saturday 13	General paper.
Monday 15	General paper.
Tuesday 16	General paper.
Wednesday 17	General paper.
Thursday 18	The Second Seal.—Mtns. & gen. pa.
Friday 19	Ptns. adj. sums. & gen. pa.
Saturday 20	General paper.
Monday 22	General paper.
Tuesday 23	General paper.
Wednesday 24	General paper.
Thursday 25	The Third Seal.—Mtns. & gen. pa.
Friday 26	Ptns. adj. sums. & gen. pa.
Saturday 27	General paper.
Monday 29	General paper.
Tuesday Mar 1	General paper.
Wednesday 2	General paper.
Thursday 3	The Fourth Seal.—Mtns. & gen. pa.
Friday 4	Ptns. adj. sums. & gen. pa.
Saturday 5	General paper.
Monday 7	General paper.
Tuesday 8	General paper.
Wednesday 9	General paper.
Thursday 10	The Fifth Seal.—Mtns. & gen. pa.
Friday 11	Ptns. adj. sums. & gen. pa.
Saturday 12	General paper.
Monday 14	General paper.
Tuesday 15	General paper.
Wednesday 16	General paper.
Thursday 17	The Sixth Seal.—Mtns. & gen. pa.
Friday 18	Ptns. adj. sums. & gen. pa.
Saturday 19	General paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. Sir JOHN STUART.  
Lincoln's Inn.

Tuesday Feb 9	The First Seal.—Motions & causes.
Wednesday 10	Caus.
Thursday 11	Caus.
Friday 12	Ptns. & caus.
Saturday 13	Sht. caus. & caus.

Monday 15	Caus.
Tuesday 16	Caus.
Wednesday 17	Caus.
Thursday 18	The Second Seal.—Mtns. & caus.
Friday 19	Ptns. & caus.
Saturday 20	Sht. caus. & caus.
Monday 22	Caus.
Tuesday 23	Caus.
Wednesday 24	Caus.
Thursday 25	The Third Seal.—Mtns. & caus.
Friday 26	Ptns. & caus.
Saturday 27	Sht. caus. & caus.
Monday 29	Caus.
Tuesday Mar 1	Caus.
Wednesday 2	Caus.
Thursday 3	The Fourth Seal.—Mtns. & caus.
Friday 4	Ptns. & caus.
Saturday 5	Sht. caus. & caus.
Monday 7	Caus.
Tuesday 8	Caus.
Wednesday 9	Caus.
Thursday 10	The Fifth Seal.—Mtns. & caus.
Friday 11	Ptns. & caus.
Saturday 12	Sht. caus. & caus.
Monday 14	Caus.
Tuesday 15	Caus.
Wednesday 16	Caus.
Thursday 17	The Sixth Seal.—Mtns. & caus.
Friday 18	Ptns. & caus.
Saturday 19	Sht. caus. & caus.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. Sir W. P. WOOD.

## Lincoln's Inn.

Tuesday Feb 9	The First Seal.—Mtns. & gen. pa.
Wednesday 10	General paper.
Thursday 11	General paper.
Friday 12	Ptns. sht. caus. & gen. paper.
Saturday 13	General paper.
Monday 15	General paper.
Tuesday 16	General paper.
Wednesday 17	General paper.
Thursday 18	The Second Seal.—Mtns. & gen. pa.
Friday 19	General paper.
Saturday 20	Ptns. sht. caus. & gen. paper.
Monday 22	General paper.
Tuesday 23	General paper.
Wednesday 24	General paper.
Thursday 25	The Third Seal.—Mtns. & gen. pa.
Friday 26	General paper.
Saturday 27	Ptns. sht. caus. & gen. paper.
Monday 29	General paper.
Tuesday Mar 1	General paper.
Wednesday 2	General paper.
Thursday 3	The Fourth Seal.—Mtns. & gen. pa.
Friday 4	General paper.
Saturday 5	Ptns. sht. caus. & gen. pa.
Monday 7	General paper.
Tuesday 8	General paper.
Wednesday 9	General paper.
Thursday 10	The Fifth Seal.—Mtns. & gen. pa.
Friday 11	General paper.
Saturday 12	Ptns. sht. caus. & gen. paper.
Monday 14	General paper.
Tuesday 15	General paper.
Wednesday 16	General paper.
Thursday 17	The Sixth Seal.—Mtns. & gen. pa.
Friday 18	General paper.
Saturday 19	Ptns. sht. caus. & gen. paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

**Common Pleas.**

This Court will, on Thursday, the 25th day of February inst., hold a sitting, and will proceed to give judgment in the cases that will then be standing over for the consideration of the Court.

**Court of Exchequer.**

This Court will hold a sitting on Friday, the 12th day of February next, and will, at such sitting, proceed in giving judgment in matters then standing for judgment.

**Exchequer of Pleas.**

Sittings at Nisi Prius in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of Her Majesty's Court of Exchequer, after Hilary Term, 1864.

**MIDDLESEX.****Special Juries and Common Juries.**

Saturday .....	Feb. 6	Thursday .....	Feb. 11
Monday .....	" 8	Friday .....	" 12
Tuesday .....	" 9	Saturday .....	" 13
Wednesday .....	" 10		

**LONDON.****Special Juries and Common Juries.**

Monday .....	Feb. 15	Tuesday .....	Feb. 23
Tuesday .....	" 16	Wednesday .....	" 24
Wednesday .....	" 17	Thursday .....	" 25
Thursday .....	" 18	Friday .....	" 26
Friday .....	" 19	Saturday .....	" 27
Saturday .....	" 20	Monday .....	" 29
Monday .....	" 22		

The Court will sit at ten o'clock.

There will be a second Court for the trial of common jury causes when necessary.

**Circuits of the Judges.**

(Mr. JUSTICE MELLOR will remain in Town.)

**Commission Days.**

Last Days for full Notice of Trial.

**Norfolk.****COCKBURN, L.C.J., and CROMPTON, J.**

Oakham .....	Tuesday, Mar. 1	Feb. 20
Leicester and Borough .....	Wednesday, Mar. 2	Feb. 20
Northampton .....	Monday, Mar. 7	Feb. 26
Aylesbury .....	Thursday, Mar. 10	Feb. 29
Bedford .....	Monday, Mar. 14	Mar. 4
Huntingdon .....	Thursday, Mar. 17	Mar. 7
Cambridge .....	Saturday, Mar. 19	Mar. 9
Bury St. Edmunds .....	Wednesday, Mar. 23	Mar. 12
Norwich and City .....	Monday, Mar. 28	Mar. 18

**Home.****ERLE, L.C.J., and POLLOCK, L.C.B.**

Hertford .....	Wednesday, Mar. 2	Feb. 20
Chelmsford .....	Monday, Mar. 7	Feb. 26
Maidstone .....	Monday, Mar. 14	Mar. 4
Lewes .....	Monday, Mar. 21	Mar. 11
Kingston .....	Monday, Mar. 28	Mar. 18

**South Wales.****WILLIAMS, J.**

Haverfordwest and Town .....	Saturday, Feb. 27	Feb. 17
Cardigan .....	Thursday, Mar. 3	Feb. 22
Cardmarthen .....	Monday, Mar. 7	Feb. 26
Swansea .....	Saturday, Mar. 12	Mar. 2
Brecon .....	Saturday, Mar. 26	Mar. 16
Presteign .....	Wednesday, Mar. 30	Mar. 19
Chester and City .....	Saturday, April 2	Mar. 23

**North Wales.****CHANNELL, B.**

Welshpool .....	Wednesday, Mar. 16	Mar. 5
Bala .....	Saturday, Mar. 19	Mar. 9
Ruthin .....	Tuesday, Mar. 22	Mar. 12
Beaumaris .....	Friday, Mar. 25	Mar. 15
Carnarvon .....	Monday, Mar. 28	Mar. 18
Mold .....	Thursday, Mar. 31	Mar. 21
Chester and City .....	Saturday, April 2	Mar. 23

**Western.****MARTIN, B., and BRAMWELL, B.**

Winchester .....	Saturday, Feb. 27	Feb. 17
Dorchester .....	Friday, Mar. 4	Feb. 23
Exeter and City .....	Tuesday, Mar. 8	Feb. 27
Bodmin .....	Monday, Mar. 14	Mar. 4

	Commission Days.		Last Day for full Notice of Trial.
Taunton .....	Friday, Mar. 18	Mar. 18	Mar. 8
Devizes .....	Thursday, Mar. 24	Mar. 24	Mar. 14
Bristol .....	Monday, Mar. 28	Mar. 28	Mar. 18

**Northern.****WILLES, J., and SHEE, J.**

Durham .....	Saturday, Feb. 27	Feb. 17
Newcastle and Town .....	Thursday, Mar. 3	Feb. 22
Carlisle .....	Tuesday, Mar. 8	Feb. 27
Appleby .....	Friday, Mar. 11	Mar. 1
Lancaster .....	Saturday, Mar. 12	Mar. 2
Liverpool .....	Thursday, Mar. 17	Mar. 7

**Midland.****RYLES, J., and BLACKBURN, J.**

Warwick .....	Saturday, Feb. 27	Feb. 17
Derby .....	Friday, Mar. 4	Feb. 23
Nottingham and Town .....	Wednesday, Mar. 9	Feb. 27
Lincoln and City .....	Saturday, Mar. 12	Mar. 2
York and City .....	Saturday, Mar. 19	Mar. 9

**Oxford.****KEATING, J., and PIGOTT, J.**

Reading .....	Wednesday, Feb. 24	Feb. 13
Oxford .....	Saturday, Feb. 27	Feb. 17
Worcester and City .....	Wednesday, Mar. 2	Feb. 20
Stafford .....	Monday, Mar. 7	Feb. 26
Shrewsbury .....	Thursday, Mar. 17	Mar. 7
Hereford .....	Monday, Mar. 21	Mar. 11
Monmouth .....	Saturday, Mar. 26	Mar. 16
Gloucester and City .....	Wednesday, Mar. 30	Mar. 19

**LAW STUDENTS' JOURNAL.****LAW LECTURES AT THE INCORPORATED LAW SOCIETY.**

Mr. J. NAPIER HIGGINS, on Conveyancing, Monday, Feb. 8.  
Mr. WM. MURRAY, on Common Law and Mercantile Law, Friday, Feb. 12.

**PUBLIC COMPANIES.****MEETINGS.****COCKERMOUTH AND WORKINGTON RAILWAY.**

At the half-yearly meeting of this company, held on the 29th ult., a dividend of 10s. per share was declared for the past half-year.

**LANELEY RAILWAY.**

At the half-yearly meeting of this company, held on the 29th ult., a dividend at the rate of £1 5s. per cent. on the ordinary stock of the company, was declared for the past half-year.

**LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.**

At the half-yearly meeting of this company, held on the 29th ult., a dividend at the rate of 2½ per cent. per annum was declared for the past half-year.

**PROJECTED COMPANIES.****THE CITY TERMINUS HOTEL COMPANY (LIMITED).**

Capital £140,000 in 14,000 shares of £10 each.

Solicitor—Henry Toogood, Esq., 16, Parliament-street, Westminster.

This company has been formed for the purpose of erecting an hotel at the city or Cannon-street terminus of the Charing-cross Railway, in connexion with the South-Eastern Railway.

**BIRTHS, MARRIAGES, AND DEATHS.****BIRTHS.**

BETHELL—On Jan. 28, at No. 4, Stanhope-place, Hyde-park, the wife of the Hon. Slingaby Bethell, of a son.

BRACKENBURY—On Jan. 26, at Alford, Lincolnshire, the wife of Langley Joseph Brackenbury, Esq., Solicitor, of a son, prematurely, stillborn.

WINTERBOTHAM—On Jan. 30, at Cheltenham, the wife of J. B. Winterbotham, jun., Esq., Solicitor, of a daughter.

**DEATHS.**

BENNETT—On Jan. 25, at Percy House, Wellington-square, Cheltenham, Eleanor, widow of the late George Bennett, Esq., Q.C., in the 75th year of her age.

BLOOD—On Jan. 26, at his residence, St. John's-villa, Clifton, Thomas Blood, Esq., Barrister-at-Law, the last Recorder of Youghal, county Cork, aged 66.

HENRY—On Jan. 18, at 4, High-street, Camden-town, Eliza Parker Henry, aged 75, widow of the late Hon. James Henry, first Surgeon



Judge of the Ionian Isles, first English President of Demerara, Counsel for the late Queen Caroline, &c.  
 BOOPE.—On Jan. 31, at Faighton, aged 39, Marcalla, the wife of Richard Boope, Esq., Barrister-at-Law.

### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BROWN, JOHN, Dowgate Iron Wharf, Upper Thames-street, Iron Merchant, deceased, and ANN BROWN, his wife. £50 Consols.—Claimed by Ann Brown, Widow.  
 ELMS, ISAAC, and ISAAC HOLBOROW, both of North Wraxhall, Wiltshire, Yeomen. £123 3s. 9d. New Three per Cents.—Claimed by said I. Elms and I. Holborow.  
 GRANGER, THOMAS COLPITTS, King's Bench-walk, Temple, Esq., M.P., deceased. £43 7s. 7d. New Three per Cents.—Claimed by Ellen Stevenson, wife of Gideon Stevenson, Administratrix of said T. C. Granger.  
 WELLS, JOHN, a minor, of Watledge, Nailsworth, Gloucestershire. £600 Consols.—Claimed by said John Wells, now of age.

### LONDON GAZETTES.

#### Professional Partnerships Dissolved.

FRIDAY, Jan. 29, 1864.

Clare, John, & Wm Clare, Lpool, Attorneys and Solicitors. Dec 31. By mutual consent.  
 Smith, Wm, & Isaac Espinasse, Hemel Hempstead, Attorneys and Solicitors. Dec 28. By mutual consent.

#### Windings-up of Joint Stock Companies.

FRIDAY, Jan. 29, 1864.

LIMITED IN CHANCERY.

Metropolitan Cab and Carriage Company (Limited).—Vice-Chancellor Wood, order to wind up, Jan 16.  
 United Kingdom Ship Owning Company (Limited).—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to F. Whimney, 5, Serjeant's Inn, Lincoln's Inn.  
 Western Benefit Building Society.—The Master of the Rolls, order to wind up, Jan 21.

TUESDAY, Feb. 2, 1864.

LIMITED IN CHANCERY.

Roodie Iron Ship Building Company (Limited).—Mr. Edward Crosland, 21, Harrington-st, Lpool, has been appointed Official Liquidator of the above-named company.  
 Roman Bath Company (Limited).—Petition for winding-up, presented Jan 23, will be heard before the Master of the Rolls on Feb 13. Cole, Essex-st, agents for Foster & McDonald, Cambridge, Solicitors for the petitioners.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 29, 1864.

Armstrong, Wm, George-st, Portman-sq, Painter. March 1. Sweeting, Nicholas-lane.  
 Bown, Wm, Leicester, Gent. March 15. Harvey, Leicester.  
 Gardner, Hy, Chipping Norton, Farmer. May 2. Thistle & Wilkins, Chipping Norton.  
 Harlock, Chas Theodore, Ely, Brewer. Feb 29. Salmon, Dury St. Edmunds.  
 Harrison, Thos, Lancaster, Surgeon. Feb 28. Harrison & Son, Kendal.  
 Hatchett, Thos, Gloucester-ter, Chelsea, Gent. March 1. Fallows & Son, Regent-st.  
 Hughes, Richd Radford, Kensington-pk-gdns, Lieutenant-Colonel. March 15. Hughes, Lincoln's-inn-fields.  
 Jell, Rebecca, Chatham, Spinster, Victualler. March 11. Willoughby, Lancaster-pl.  
 North, John, Huddersfield, Merchant. March 1. Laycock & Dyon, Huddersfield.  
 Reed, Joseph, Kingston-upon-Hull, Painter. April 2. Atkinson, Hull.  
 Reed, Sarah, Kingston-upon-Hull, Widow. April 2. Atkinson, Hull.  
 Smith, Benj, Denmark-hill, Camberwell, Brewer. March 31. Ware, Blackman-st.  
 Watts, Wm Hy, Nottingham, Basket Maker. March 24. Hunt & Son, Nottingham.

TUESDAY, Feb. 2, 1864.

Baldwin, Jas Geo, Albany-rd, Camberwell. March 10. Croft, Mark-lane.  
 Clements, John, Newport, Monmouthshire. March 23. Abraham Clements, Stamp Office, Newport.  
 Cook, Joseph, Braintree, Essex, Innkeeper. March 21. Veley & Cunningham, Braintree.  
 Cooke, Richd, Raglan-house, Stapleton-rd, Bristol, Gent. March 25. Strickland, Bristol.  
 Cooper, Saml, Little Milton, Oxford, Farmer. March 16. Hedges, Wallingford.  
 Dearne, Thos, Worthing, Esq. March 15. Stuart & Baly, Gray's-inn.  
 Gylenshield, Eliza Mary, Bristol-pl, Malda-hill, Middx, Widow. March 1. Dawson & Bryan, Bedford-sq.  
 Hodding, Matthias Thos, Craven-hill-gardens, Bayswater, Gent. March 1. Townsend & Co, Princess-st, Westminster.  
 Hunt, Jas, Hinton Blewett, Somerset, Yeoman. March 25. Mogg, Chiswell, nr Bristol.  
 Hutcheson, Elizabeth, Canterbury, Spinster. March 24. Fielding, Canterbury.  
 Moore, Jas, Blackheath, Victualler. March 25. Champion, Ironmonger-lane.  
 Paine, Wm Hy, Richmond, Surrey, Eutcher. March 29. Hy Larchin, Priory-house, Clapton, Executor.  
 Rich, Jas, Prospect-pl, Walworth, Bookbinder. Feb 18. Feaverly, Coleman-st.  
 Tison, Geo, Effra-rd, Brixton-hill, Esq. March 31. Clarke & Co, Coleman-st.

#### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 29, 1864.

D'Alme, Harriet Mangin Vicountess, Rome. Feb 27. Tatham & Drummond, V. C. Wood.  
 Gannon, John, Nether Knutsford, Stonemason. Feb 22. Gannon & Gannon, V. C. Kindersley.  
 Nethersole, Hon John, Jamaica. March 14. Elin & Glen, M.R.  
 Roberts, John, Bala, Merioneth, Wine Merchant. March 18. Turner & Roberts, V. C. Stuart.  
 Rothery, Wm, jun, James-st, Buckingham-gate. Feb 29. Eddison & Rothery, V. C. Kindersley.  
 Slade, Sir Frederick William, Mansell-house, nr Bridgewater, Somerset, Bart. March 1. Slade & Lord Vaux, V. C. Kindersley.  
 Vick, John Osmond, Waterloo-vill, Hants, Dissenting Minister. Feb 29. Evans & Vick, V. C. Kindersley.  
 Yetts, Wm, Gt Yarmouth, Esq. Feb 29. Yetts & Palmer, M.R.

TUESDAY, Feb. 2, 1864.

Burrell, Thos Houghton, Bridge House Hotel, London, Hotel Keeper. Feb 22. Burrell & Smith, V. C. Wood.  
 Colgate, Robt, Canterbury, Stationer. March 1. Pembroke & Pembroke, M. R.  
 Cousins, Wm, Henrietta-st, Covent-garden, Potatoe Salesman. Feb 22. Cousins & Cousins, V. C. Stuart.  
 Graves, Harry Moggs, Spa Hotel, Gloucester, Major-General, Bengal Army. March 1. Colvin & Larkins, V. C. Stuart.  
 Griffiths, Simon, Dean-st, Islington, Porter in the Bank of England. March 1. Bedding & Griffiths, M. R.  
 Hughes, Edwd Hughes Ball, Outlands, Surrey, Esq. March 2. Hughes & Frog, M. R.  
 Piper, Robt Monkhouse, Shepherd's Bush, Hammermith, Esq. April 9. Piper & Piper, V. C. Stuart.  
 Renton, Mary Anne Jane, Montpelier-rd, Peckham, Widow. March 7. Young & Renton, V. C. Stuart.  
 Terrell, Jas, Exeter, Gent. March 1. Daw & Terrell, M. R.  
 Wade, Richd Hy, Old Kent-rd, Carrier. Feb 28. Wade & Wade, M. R.

#### Assignments for Benefit of Creditors.

TUESDAY, Feb. 2, 1864.

Hallett, Geo, Staples, Isle of Wight, Farmer. Jan 21. Mew, Newport.  
 Johnson, Wm Ebenezer, Durham, Silk Mercer. Jan 13. Hargreaves, Durham.

#### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 29, 1864.

Andre, Jas Edwd, Brighton, Upholsterer. Dec 30. Comp. Reg Jan 27.  
 Attenborough, Richd, Nottingham, Commission Agent. Jan 15. Conv. Reg Jan 28.  
 Barnett, Wm, Ann's-pl, Hoxton, Tailor. Jan 21. Asst. Reg Jan 29.  
 Brown, John, Elizabeth-ter, Islington, Contractor. Jan 12. Conv. Reg Jan 26.  
 Bullen, Wm, Lpool, Wine Merchant. Dec 31. Comp. Reg Jan 27.  
 Challiner, Chas Wood, Rochdale, Tea Dealer. Jan 23. Comp. Reg Jan 26.  
 Davies, Chas, Milk-st, Cheapside, Hair Net Manufacturer. Jan 23. Comp. Reg Jan 29.  
 Deacon, Jabez, Frome, Selwood, Somerset, Innkeeper. Dec 31. Comp. Reg Jan 28.  
 Dolman, Daniel, Brewood, Stafford, Grocer. Dec 31. Conv. Reg Jan 28.  
 Farmer, Geo, sen, Birn, Machinist. Jan 13. Conv. Reg Jan 26.  
 Field, Thos, Manx, Machinist. Jan 25. Comp. Reg Jan 26.  
 Griffiths, Griffith, Pen-y-bryn, Wrexham, Wine Merchant. Jan 1. Comp. Reg Jan 29.  
 Harvey, Thos, sen, Thos Harvey, jun, & John Harvey, Wivenhoe, nr Colchester, Shipbuilders. Jan 1. Comp. Reg Jan 26.  
 Haskins, Wm Bradshaw, King's-rd, Chelsea, Tailor. Dec 29. Comp. Reg Jan 25.  
 Ingram, Thos, Enfield, Tailor. Jan 27. Asst. Reg Jan 29.  
 Kirk, Wm, Leicester, Coal Merchant. Dec 31. Conv. Reg Jan 26.  
 Moles, Robt, Jas, Holborn-hill, Jan 25. Comp. Reg Jan 29.  
 Peck, Mary Ann, & Joseph Peck, Cambridge, Builders. Jan 26. Comp. Reg Jan 27.  
 Reddell, Wm, St Martin's-st, Westminster. Jan 26. Comp. Reg Jan 27.  
 Richardson, John North, Kingston-upon-Hull, Accountant. Jan 21. Comp. Reg Jan 27.  
 Spence, John, Sheffield, Table Knife Manufacturer. Jan 6. Conv. Reg Jan 26.  
 Thomas, John, Old-st, St Luke's, Middlesex, Timber Merchant. Dec 28. Conv. Reg Jan 23.  
 Trezise, Geo Edwards, Penwith, Cornwall, Draper. Jan 2. Conv. Reg Jan 28.  
 Varley, John, Lingard, Huddersfield, Woollen Manufacturer. Jan 1. Asst. Reg Jan 28.  
 Walker, John, Threadneedle-st, Tobacconist. Nov 30. Conv. Reg Jan 26.  
 Zox, Lamen, Long-acre, Middlesex, Cap Manufacturer. Jan 27. Comp. Reg Jan 27.

TUESDAY, Feb. 2, 1864.

Ainsley, Joseph, Bedlington, Northumberland, Draper. Jan 19. Asst. Reg Jan 30.  
 Brindley, T, Cobridge, Burslem, Coal Master. Jan 13. Conv. Reg Feb 1.  
 Clark, Wm, Manx, Travelling Draper. Jan 14. Asst. Reg Jan 29.  
 Collins, Sidney, & Chas Collins, Broad-st, Lambeth, Mailsters. Dec 31. Conv. Reg Jan 28.  
 Collins, Wm, Salford, Iron Founder. Jan 22. Conv. Reg Feb 1.  
 Cooke, John, Chase, Ross, Hereford, Gent. Jan 5. Conv. Reg Feb 1.  
 Edwards, Geo, Northampton, Shoe Manufacturer. Jan 4. Asst. Reg Jan 30.  
 Fell, Wm Johnston, Carlisle, Soda Water Manufacturer. Jan 2. Asst. Reg Jan 30.  
 Grace, Alf, Fareham, Hants, Schoolmaster. Jan 13. Conv. Reg Feb 1.  
 Green, John, Bradford, Woolstapler. Jan 11. Conv. Reg Jan 30.  
 Greenwood, Wm Hodgson, Kingston-upon-Hull, Merchant. Jan 28. Arr. Reg Feb 1.  
 Jellicoe, Edgar Hy, Stock Orchard-st, Holloway. Jan 25. Arr. Reg Jan 30.  
 Jones, Arthur Newell, Bideford, Devon, Surgeon. Jan 5. Conv. Reg Jan 29.

Jones, Robt Christmas, Denbigh, Hotel Keeper. Jan 2. Asst. Reg Jan 29.  
 Looney, Esther Marion, Widow, Stewarn-pl, Chelsea, Grocer. Jan 21.  
 Comp. Reg Jan 30.  
 Matto, Wm Nicholas de, Leadenhall-st, Merchant. Jan 4. Inspector-  
 ship. Reg Feb 1.  
 Moss, Josiah, Macclesfield, Silk Manufacturer. Jan 29. Conv. Reg Feb 1.  
 Patmore, Wm, Poplar, Beerseller. Feb 1. Comp. Reg Feb 2.  
 Richardson, John, Cross-st, Lambeth, Stone Mason. Jan 1. Comp.  
 Reg Jan 30.  
 Roberts, Thos, Manch, Corn Factor. Jan 27. Comp. Reg Feb 1.  
 Rowe, Robt, East Hetton, Durham, Grocer. Jan 8. Conv. Reg Feb 1.  
 Royle, Wm, Newton, nr Manch, Dyer. Jan 27. Comp. Reg Feb 1.  
 Shepherd, Saml, Newcastle-upon-Tyne, Brush Maker. Jan 25. Asst.  
 Reg Jan 29.  
 Todd, Joseph Longley, Morley, nr Leeds, Boot Maker. Jan 11. Conv.  
 Reg Feb 1.  
 Yates, Thos, Birn, Paper Box Manufacturer. Jan 25. Comp. Reg Jan 29.

### Bankrupts.

FRIDAY, JAN. 29, 1864.

To Surrender in London.

Auger, Theodore Wm, Barking, Essex, Victualler. Adj Jan 21. Feb 8 at 1. Aldridge.  
 Arnold, Jas, South Molton-st, Middlesex, Professor of Physical Education. Feb Jan 22. Feb 9 at 2. Linklaters, Walbrook.  
 Batley, Richd, Park-village East, Regent's-park, Timber Dealer. Feb Jan 27. Feb 16 at 12. Billing, Chapel-pl, Poultry.  
 Bowen, Thos, Brentwood, Poulterer. Feb Jan 25. Feb 16 at 11. Preaton & Dorman, Gresham-st.  
 Bunday, Jas, Charles-st East, Hampstead-rd, Gent. Feb Jan 23. Feb 8 at 12. Olive, Portsmouth-st.  
 Day, Geo Lewis, Caledonian-rd, King's cross, Furniture Dealer. Feb Jan 11. Feb 16 at 11. Bramwell, Scott's-yl, London.  
 Dorrington, Wm Howitt, Hertford, Coal Merchant. Feb Jan 26. Feb 8 at 1. Mason & Co, Gresham-st, Longmore & Co, Hertford.  
 Downes, Thos, Bishopsgate-st, Pie Maker. Feb Jan 25. Feb 10 at 1. Padmore, Westminster-rd.  
 Earp, Saml, Launton, Oxford, Farmer. Feb Jan 26. Feb 16 at 12. Lawrence & Co, Old Jewry-chambers.  
 Hart, Thos, Gt St Helen's, Commission Agent. Feb Jan 22. Feb 16 at 11. Emmett & Son, Bloomsbury-rd.  
 Hayward, Hy, Landport, Hants, Brewer. Feb Jan 22. Feb 8 at 12. Jones, New-st.  
 Hebdon, Joseph, Blackwall, Lighterman. Feb Jan 27. Feb 16 at 1. Cooper, Charing-cross.  
 Hollway, Hy, Gunby, Norfolk, John Hart, King's Lynn, & John Hart, jun, King's Lynn, Timber Merchants. Feb Jan 19. Feb 9 at 12. Chilton & Co, Chancery-lane, and Coulton & Beloe, King's Lynn.  
 Hughes, Geo, Maidenhead, Victualler. Feb Jan 25. Feb 15 at 1. Solomon, Finsbury-place.  
 Huggins, Wm, East Carlton, Norfolk, Farmer. Feb Jan 18. Feb 15 at 2. Storey, King's-road, and Tillett, Norfolk.  
 Langley, Edw Archer, Litchfield-road, Bow, late a Captain in Hon. East India Co. Feb Jan 25. Feb 16 at 11. Farrar, Gt Carter-lane.  
 Lawrence, Robt, Park-pl, Hackney Wick, Builder. Feb Jan 27. Feb 16 at 12. Davies, Moorgate-st.  
 Mason, Jas, Walgrave-ter, Brompton, out of business. Feb Jan 26. Feb 16 at 12. Mirin, Staple-inn.  
 Mathias, Robt Hy Wm, Argyle-st, Oxford-st, out of business. Feb Jan 26. Feb 16 at 12. Pews, Mark-lane.  
 McLehan, John Alexander, Howland-st, Middlesex, Clerk. Feb Jan 26. Feb 15 at 2. Marton, Austin-frars.  
 Minks, Robt, Polygon, Clarendon-sq, Somers-town, Chairmaker. Feb Jan 25. Feb 9 at 3. Marshall & Son, Hatton-garden.  
 Murrell, John, Hove, nr Brighton, Butcher. Feb Jan 21. Feb 9 at 12. Bentley, Brighton.  
 Perton, Wm, Jun, The Mall, Notting-hill, Painter, &c. Feb Jan 26. Feb 16 at 12. Earle, Bedford-row.  
 Radmore, Richd, White Horse-yard, Westminster, Cab Proprietor. Feb Jan 27 (for pau). Feb 9 at 3. Aldridge.  
 Read, Chas, Kensington-cross, Grocer. Feb Jan 27. Feb 13 at 12. Reed, Guildhall-chambers.  
 Ross, Thos, Gt Barlow-st, Manchester-sq, Publican. Adj Jan 18. Feb 13 at 1. Aldridge.  
 Royston, Hy, Woodchester-st, Paddington, Iron Merchant. Adj Jan 18. Feb 13 at 1. Aldridge.  
 Shenton, Edw, Biggleswade, Bedford, Foreman to a Nurseryman. Feb Jan 25. Feb 16 at 11. Chandler, Clement's-lane.  
 Smart, Chas, jun, Epsom, Farmer. Feb Jan 26. Feb 13 at 11. Michael, Barge-yard.  
 Speak, Richd, Broadway, Ludgate-hill, Boot Maker. Feb Jan 23. Feb 10 at 1. George & Armstrong, Sine-st.  
 Stride, Hy, Southampton. Adj Jan 20. Feb 13 at 11. Aldridge.  
 Trownce, John Glasdon, Cavendish-ter, Kentish-town, Grocer. Feb Jan 29. Feb 13 at 11. Howard & Co, Paternoster-row.  
 Wells, Saml, High Wycombe, Auctioneer. Feb Jan 27. Feb 13 at 11. Lovell & Co, Gray's-inn, and Reynolds, High Wycombe.

To Surrender in the Country.

Annis, Geo, Gt Gonerby, Innholder. Feb Jan 23. Grantham, Feb 12 at 11. Malm, Grantham.  
 Bacon, Joseph, Warwick Weaver. Feb Jan 16 (for pau). Nuneaton, Feb 20 at 11. Kilby, Banbury.  
 Baldwin, John Kendall, Birn, Commission Agent. Feb Jan 16 (for pau). Birn, Feb 29 at 10.  
 Bladen, John, Shiffnal, Salop, Grocer. Feb Jan 23. Madeley, Feb 20 at 12. Taylor, Wellington.  
 Bolton, Hy Augustus, Scarborough, Chemist. Feb Jan 26. Leeds, Feb 18 at 11. Simpson, Leeds.  
 Booth, Hy, Bradford, Commission Agent. Feb Jan 27. Leeds, Feb 18 at 11. Terry & Watson, Bradford, and Bond & Barwick, Leeds.  
 Booth, Jas, General, York, Cotton Spinner. Feb Jan 25. Leeds, Feb 18 at 11. Howard, Stockport, and Bond & Barwick, Leeds.  
 Cave, Wm, Nuneaton, Victualler. Feb Jan 23. Nuneaton, Feb 20 at 10. Estlin, Nuneaton.  
 Chapman, Christopher, Wetheringsett, Suffolk, Boot Maker. Adj Jan 15. Ipswich, Feb 10 at 10. Cream, Eye.

Colclough, Wm, Longton, Stoke-upon-Trent, Potter. Feb Jan 23. Stoke-upon-Trent, Feb 13 at 11. Tennant, Hanley.  
 Currow, John Robt, Malindee, Monmouth, Innkeeper. Feb Jan 25. Newport, Feb 10 at 10. Greenway & Bythway, Pontypool.  
 Dawson, Saml Appleby, Blackburn, Brick Maker. Feb Jan 23. Bacup, Feb 11 at 12. Watson, Bacup.  
 Dixon, Adam, Harborne, Stafford, Commercial Traveller. Feb Jan 25. Birn, Feb 15 at 12. Parry, Birn.  
 Eley, Richd, Charlbury, Oxford, Manure Manufacturer. Adj Jan 11. Chipping Norton, Feb 24 at 11. Kilby, Banbury.  
 Ettery, Edwin, Newport, Monmouth, Commission Agent. Feb Jan 14. Newport, Feb 10 at 10. Cathcart, Newport.  
 Evans, Wm, Hayes Bridge, Cardiff, Lath Manufacturer. Feb Jan 23. Cardiff, Feb 9 at 12. Stephens, Cardiff.  
 Fewtrell, Thos, Nuneaton, Shoemaker. Feb Jan 16 (for pau). Warwick, Feb 20 at 10.30. Kilby, Banbury.  
 Ford, Richd, Lpool, Victualler. Feb Jan 26. Lpool, Feb 15 at 11. Harris, Lpool.  
 Forrest, Rbt, Manch, out of business. Feb Jan 21 (for pau). Manch, Feb 22 at 9.30. Gardner, Manch.  
 Fox, John, Nuneaton, Grocer. Feb Jan 26. Birn, Feb 12 at 12. James & Griffin, Birn.  
 Godfrey, Wm, Bristol, Beerseller. Feb Jan 27. Bristol, Feb 13 at 12. Roper.  
 Golland, Ann, Sheffield, Widow. Feb Jan 26. Sheffield, Feb 10 at 1. Broadbent, Sheffield.  
 Gray, Joseph, Bensham, Durham, Farm Serrant. Feb Jan 18 (for pau). Durham, Feb 11 at 12. Lile, Durham.  
 Greenland, Joseph Chas Dudding, St Woollos, Monmouth, Grocer. Feb Jan 25. Newport, Feb 10 at 10. Blakey, Newport.  
 Grossmith, Chas, and not Grassmith, as advertised in the Gazette of Jan 19 last.  
 Hainsworth, John, Batley Carr, York, Woollen Manufacturer. Adj Jan 15. Leeds, Feb 15 at 10.  
 Harland, Chas, Sedgley, Stafford, Builder. Feb Jan 26. Birn, Feb 15 at 12. Bolton & Sanders, Dudley, and James & Griffin, Birn.  
 Harvey, Eliza, Lpool, Victualler. Adj Jan 15. Lpool, Feb 8 at 3. Evans & Co, Lpool.  
 Haughton, Jas, Heaton Norris, Lancaster, Grocer. Feb Jan 23. Manch, Feb 12 at 12. Reddish, Manch.  
 Hickman, Thos, Kingston-upon-Hull, Butcher. Feb Jan 23. Leeds, Feb 17 at 12. Eaton & Bellby, Hull.  
 Hollinshead, Wm, Longton, Stoke-upon-Trent, Beerseller. Feb Jan 25. Stoke-upon-Trent, Feb 13 at 11. Tennant, Hanley.  
 Howe, Hy, Birn, Horse Slaughterer. Feb Jan 15 (for pau). Birn, Feb 29 at 10.  
 Huband, John, Aston Manor, Warwick, Miller. Feb Jan 16 (for pau). Warwick, Feb 29 at 10.  
 Hulse, Elijah, Wharton, Chester, Milliner. Feb Jan 27. Northwich, Feb 13 at 10. Cooke, Over.  
 Jones, Eliza, Shrewsbury, Ironmonger. Feb Jan 26. Birn, Feb 15 at 12. Gordon, Shrewsbury, and Hodgson & Son, Birn.  
 Jones, Ezekiel, New Swindon, Wells, Tailor. Feb Jan 25. Swindon, Feb 13 at 10. Rawlings, Melkham.  
 Jones, Wm, Wednesbury, Stafford, Beerseller. Feb Jan 25. Birn, Feb 12 at 12. Sheldon, Wednesbury.  
 Lambert, Francis, Skirwith, York, Butcher. Feb Jan 25. Leeds, Feb 15 at 10. Wilson & Brown, Lpool, and Simpson, Leeds.  
 Littlewood, Hy Chas, Sheffield, Grocer. Feb Jan 27. Sheffield, Feb 11 at 1. Micklethwaite, Sheffield.  
 Lowe, John, sen, Woodhursts, Stafford, Grocer. Feb Jan 26. Newcastle-under-Lyme, Feb 13 at 11. Sherratt, Talk-o'-th-hill.  
 Massey, Jas, Forest-hill, Oxford, Pig Dealer. Adj Jan 11. Oxford, Feb 13 at 12. Kilby, Banbury.  
 Mayoh, Nathan, Lpool, Grocer. Feb Jan 11. Lpool, Feb 15 at 11. Tyndall, Lpool.  
 Mederaf, Jas, Oxford, Grocer. Feb Jan 22 (for pau). Oxford, Feb 13 at 12. Kilby, Banbury.  
 Mitcheson, Geo, Hawthorn, Durham, Farmer. Feb Jan 25. Durham, Feb 11 at 12. Marshall, Durham.  
 Moore, Richd, King's Norton, Boot Manufacturer. Feb Jan 16. Birn, Feb 12 at 12. East, Birn.  
 Morgan, Chas, Bristol, Victualler. Adj Dec 16. Bristol, Feb 12 at 12.  
 Nichol, Francis, Carlisle, Innkeeper. Feb Jan 25. Carlisle, Feb 10 at 12. Ostell, Carlisle.  
 Noy, John, Lelston, Suffolk, Carpenter. Feb Jan 22 (for pau). Ipswich, Feb 10 at 2.  
 Oates, Joseph, Knaresborough, Auctioneer. Feb Jan 27. Knaresborough, Feb 10 at 10. Harle, Leeds.  
 Offer, Chas Gadbry, Dorking, Surgeon's Assistant. Feb Jan 25. Dorking, Feb 12 at 11.50. White, Guildford.  
 Parker, Robt, New Sleaford, Coal Merchant. Feb Jan 26. Birn, Feb 10 at 11. Hoddin, Sleaford.  
 Pawley, Wm, Hanley, Broker. Feb Jan 26. Hanley, Feb 13 at 12. Sutton, Burslem.  
 Phillips, Wm, Birn, Butcher. Feb Jan 16 (for pau). Birn, Feb 29 at 10.  
 Porter, Jas, & Robt Porter, Witton, Blackburn, Brick Manufacturers. Feb Jan 26. Manch, Feb 11 at 12. Whalley, Blackburn, and Boote, Manch.  
 Quinn, Jas Aloysius, Lpool, Clerk. Feb Jan 26. Lpool, Feb 9 at 3. Baxter, Lpool.  
 Richards, Chas, Nottingham, Cordwainer. Feb Jan 26. Nottingham, Feb 10 at 11. Maples, Nottingham.  
 Riding, Wm, Wakefield, Butcher. Feb Jan 27. Wakefield, Feb 15 at 11. Janson & Banks, Wakefield.  
 Roberts, Abraham, Bradford, Plumber, &c. Feb Jan 25. Bradford, Feb 11 at 10. Hill, Bradford.  
 Robinson, Jeremiah, Wakefield, Coal Proprietor. Adj Jan 18. Leeds, Feb 11 at 11.  
 Robinson, Wm, Ulleskelf, nr Tadcaster, Wheelwright. Feb Jan 26. Tadcaster, Feb 15 at 12. Harle, Leeds.  
 Rose, Benj, Eckington, Derby, Farmer. Feb Jan 21. Sheffield, Feb 13 at 10. Ford, Sheffield.  
 Royle, Thos, Salford, Attorney-at-Law. Feb Oct 31 (for pau). Manch, Feb 22 at 9.30. Gardner, Manch.  
 Russell, Thos Shepherd, Colsterworth, Lincoln, Wood Turner. Feb Jan 26. Birn, Feb 9 at 11. Law, Stamford.

Russon, Wm, Birm, General Dealer. Pet Jan 16 (for pau). Warwick, Feb 29 at 10.  
 Shears, Wm Hutchings, Moretonhampstead, Devon, Carpenter. Pet Jan 25. Newton Abbott, Feb 9 at 11. Flook, Exeter.  
 Shelton, Thos, Harrington Lodge, Northampton, Farmer. Pet Jan 26. Uppingham, Feb 12 at 10. Law, Stamford.  
 Shipley, Hy, Chorlton-upon-Medlock, Manch. Provision Dealer. Pet Jan 23 (for pau). Manch. Feb 22 at 9.30. Gardner, Manch.  
 Short, Thos, Birm, Commission Agmt. Pet Jan 16 (for pau). Birm, Feb 29 at 10.  
 Shuttleworth, Thos, Manch, Attorney-at-Law. Pet Jan 27. Manch, Feb 27 at 11. Sale & Co, Manch.  
 Smart, Geo Henderson, Trent Railway Station, Station Master. Pet Jan 26. Nottingham, Feb 9 at 11. Petty, Leicester.  
 Smith, Saml, Erdington, Warwick, Commercial Traveller. Pet Jan 16 (for pau). Birm, Feb 29 at 10.  
 Smithson, Robt, Grimoldby, Lincoln, Farmer. Adj Jan 16. Louth, Feb 8 at 11. Brown & Son, Lincoln.  
 Snook, Saml, Bristol, Cooper. Pet Jan 26. Bristol, Feb 12 at 12. Pidgeon.  
 Staniland, Richd, Grantham, Butcher. Pet Jan 23. Grantham, Feb 12 at 11. Mallin, Grantham.  
 Stelling, Robinson, Bradford, Tailor. Pet Jan 26. Bradford, Feb 11 at 10. Hill, Bradford.  
 Tattersall, John, Burnley, Innkeeper. Pet Jan 25. Burnley, Feb 11 at 3.30. Backhouse & Whitlam, Burnley.  
 Thomas, Saml, Lieve, Carmarthen, Farmer. Pet Jan 23 (for pau). Carmarthen, Feb 8 at 10. Jones, Llandysul.  
 Toman, Thos, Birm, Watch Hand Maker. Pet Jan 25. Birm, Feb 29 at 10. Parry, Birm.  
 Truman, Geo, Cheltenham, Pastrycook. Pet Jan 25. Bristol, Feb 12 at 11. Wilkes, Gloucester.  
 Turley, Elizabeth, Manch, Bread Dealer. Pet Jan 21 (for pau). Manch, Feb 22 at 9.30. Gardner, Manch.  
 Winter, Caleb Hobbs, Cheltenham, Grocer. Pet Jan 26. Bristol, Feb 12 at 11. Abbott & Co, Bristol.  
 Woodward, Wm, Middlesborough, York, Butter Dealer. Adj Jan 18. Leeds, Feb 15 at 10.

TUESDAY, Feb. 2, 1864.

To Surrender in London.

Baker, Wm Beckley, Queen's-terrace, Dayswater, Auctioneer. Pet Jan 27. Feb 16 at 1. Lawrence & Co, Old Jewry-chambers.  
 Bowen, Benj, Gt Ormond-st, Commercial Clerk. Pet Jan 30. Feb 16 at 1. Bennett & Paul, Sise-lane.  
 Carey, Edw, Hastings, Fruiterer. Pet Jan 28. Feb 16 at 1. Keighley & Bull, Basinghall-st.  
 Collier, Geo, Waltham-cross, Brewer. Pet Jan 28. Feb 16 at 12. Dean, New Broad-st.  
 Dennis, Jas, King's Lynn, Butcher. Pet Jan 29. Feb 16 at 1. Eyre & Lawson, John-st, Bedford-row.  
 Dow, Jas, Orchard-hill, Lewisham, Greenwich, Baker. Pet Jan 27. Feb 16 at 12. Drew, New Basinghall-st.  
 Evans, Edmund, Pentonville-rd, Metal Factor. Pet Jan 29. Feb 16 at 12. Leverton, St Helen's-pl.  
 Gillingham, Jas, Cottage-row, Walworth, Corn Dealer. Pet Jan 28. Feb 16 at 11. Munday, Essex-st.  
 Goss, Edw, Oxford, Builder. Pet Jan 28. Feb 16 at 12. Hill, Basinghall-st.  
 Hill, John, Arbour-st, Stepney, Victualler. Pet Jan 29. Feb 16 at 1. Stoddard, Arbour-st, East.  
 Ker, Wm, Bishop's-rd, Camberwell, Cabinet Maker. Pet Jan 29. Feb 16 at 11. Holt & Mason, Quality-ct.  
 Langford, Chas Wm, Warner-st, Clerkenwell, Cab Driver. Pet Jan 28 (for pau). Feb 16 at 12. Aldridge.  
 Marshall, Hy Geo, Lavender-grove, Dalston, Merchant. Pet Jan 27. Feb 16 at 1. Harrison & Lewis, Old Jewry.  
 Bloomfield, John Miller, Poole, Shipowner. Pet Jan 28. Feb 16 at 1. Loftus & Young, New-lane, and Want, Poole.  
 Mell, John Peter, Old Broad-st, Silk Broker. Pet Jan 28. Feb 16 at 11. Maynard & Son, Coleman-st.  
 O'Brien, Michael Joseph Harcourt, Duke-st, St James's, no occupation. Pet Jan 28 (for pau). Feb 16 at 1. Aldridge.  
 Partridge, Jas Hy, Lucan-pl, Hoxton, Commercial Traveller. Pet Jan 28 (for pau). Feb 19 at 1. Aldridge.  
 Skelton, John Jas, Eton, Carpenter. Pet Jan 28. Feb 13 at 12. Depree & Austen, Lawrence-lane.  
 Smith, Wm Hy, Stratheden-rd, Hammersmith, no occupation. Pet Jan 30 (for pau). Feb 19 at 11. Aldridge.  
 Stock, Hy, Mill-hill-rd, Acton, Builder. Pet Jan 29. Feb 16 at 1. Coleman, Charlotte-row.  
 Sturgeon, Richd Edgar, Sible Hedingham, Essex, Farmer. Pet Jan 29. Feb 13 at 12. Cardinall, Halstead.  
 Tonge, Edwd, Camden-st North, Camden-town, late of Red Lion-sq, Attorney-at-Law. Pet Jan 27. Feb 13 at 11. Johnson, Clifford's-lane.  
 Turner, Godfrey Wordsworth, New Barnet, Hertford, Journalist. Pet Jan 26. Feb 13 at 12. Cox & St Swinith's-lane.  
 Twocek, Wm Owen, Drummond-ter, Bermondsey, Waterman. Pet Feb 1. Feb 13 at 11. Moss, Gracechurch-st.  
 Waite, Alfred, Dagenham, Boerseller. Pet Jan 28. Feb 16 at 1. Marshall & Son, Hatton-garden.  
 Warburton, Wm Howard, Grove-st, Holloway, Clerk to an Insurance Company. Pet Jan 28 (for pau). Feb 13 at 12. Aldridge.  
 Wilson, Daniel, Wells-st, Oxford-st, out of business. Pet Jan 26. Feb 16 at 11. Drew, New Basinghall-st.  
 Wilson, John Wise, Upper Brunswick-ter, Islington, Surgeon. Pet Jan 30. Feb 19 at 1. May, Russell-sq.

To Surrender in the Country.

Bales, John Green, Lpool, Victualler. Pet Jan 29. Lpool, Feb 12 at 11. Husband, Lpool.  
 Bradshaw, Hy, Accrington, Stonemason. Pet Jan 26. Haslingden, Feb 23 at 11. Dean, Blackburn.  
 Brantfort, John, Bishopwearmouth, Commission Agent. Pet Jan 28. Newcastle-upon-Tyne, Feb 19 at 12. McKee, Sunderland.  
 Breeze, Wm, Wattleborough, Salop, Shoemaker. Pet Jan 27. Shrewsbury, Feb 18 at 11. Davies, Shrewsbury.  
 Brown, Samuel, Birm, Carpenter. Pet Jan 28. Birm, Feb 29 at 10. Duke, Birm.

Chappell, Wm, sen, & Wm Chappell, Jun, Coventry, Silkmen. Pet Jan 30. Birm, Feb 22 at 12. James & Griffin, Birm.  
 Chave, John Richd, St Sidwells, Exeter, Schoolmaster. Pet Jan 27. Exeter, Feb 13 at 10. Clarke, Exeter.  
 Clark, Wm, Willaston, Chester, News Agent. Pet Jan 28. Nantwich, Feb 6 at 10. Brooks, Nantwich.  
 Cowburn, Wm, Castleford, Innkeeper. Pet Jan 28. Leeds, Feb 15 at 10. Bond & Barwick, Leeds.  
 Dick, John Swindle, South Shields, Publican. Adj Jan 15. Durham, Feb 15 at 12. Wawn, South Shields.  
 Emery, Jas, Wednesbury, Stafford, Chemist. Pet Jan 28. Walsall, Feb 17 at 12. Stratton, Wolverhampton.  
 Gosling, Geo, Ardleigh, Essex, Blacksmith. Pet Jan 27. Colchester, Feb 13 at 12. Jones, Colchester.  
 Gwynn, Richd, Dudley, Miner. Pet Jan 29. Dudley, Feb 15 at 10. Corke, Worcester.  
 Harton, Geo, Hastings, Plumber. Hastings, Feb 16 at 11. Langham, Hastings.  
 Hesalewood, Robt, Melbourne, York, Jobber. Pet Jan 28. Pocklington, Feb 16 at 11.30. Silburn, Pocklington.  
 Hindmarch, Percival, Northallerton, Merchant. Pet Jan 28. Leeds, Feb 18 at 11. Bond & Barwick, Leeds.  
 Hodgson, Chas Garforth, Shipley, York, Druggist. Pet Jan 30. Leeds, Feb 18 at 11. Hallstone & Mumford, Bradford, and Bond & Barwick, Leeds.  
 Holmes, John, Ferns, Birthwaite, Windermere, Joiner. Pet Jan 28. Ambleside, Feb 10 at 11. Thompson, Kendal.  
 Hughes, Wm, Llanbedrog, Carnarvon, Seaman. Pet Jan 26. Pwllheli, Feb 15 at 11. Jones.  
 Jennings, Jas, Aston, nr Birm, Baker. Pet Jan 29. Birm, Feb 15 at 12. Harrison & Wood, Birm.  
 Johannsen, Gerhard Dietrich, Lpool, Merchant. Pet Jan 27. Lpool, Feb 12 at 11. Evans & Co, Lpool.  
 Jones, Thos, Kingswinford, Forge Labourer. Pet Jan 28. Stourbridge, Feb 17 at 10. Collis, Stourbridge.  
 Jones, Thos, Bedwally, Monmouth, Haulier. Adj Jan 28. Tredegar, Feb 20 at 12. Harris, Tredegar.  
 Jones, Wm, Birm, Commercial Clerk. Pet Jan 28. Birm, Feb 29 at 10.  
 Jordan, George, Lpool, Auctioneer. Pet Jan 29. Lpool, Feb 12 at 11. Harris, Lpool.  
 Joy, Joseph, Hulme, Lancaster, Machinist. Pet Jan 28. Salford, Feb 13 at 9.30. Gardner, Manch.  
 Lewis, Jacob, & Lewis Lewis, Pontardawe, Glamorgan, Chemists. Pet Jan 29. Bristol, Feb 12 at 11. Thomas, Neath, and Abbott & Co, Bristol.  
 Martin, Thos, Guildford, Tailor. Pet Jan 28. Guildford, Feb 13 at 12. France, Falcon-st.  
 McCarthy, Thos Irvn, Manch, Oil Merchant. Adj Jan 21. Manch, Feb 17 at 1. Gardner, Manch.  
 Norris, Hy, Wallingford, Boot Maker. Pet Jan 29. Wallingford, Feb 19 at 1. Stoccombe, Reading.  
 Organ, Richd, Cawood, York, Medical Student. Pet Jan 29. Leeds, Feb 15 at 10. Bond & Barwick, Leeds.  
 Porley, Jas, Ipswich, Innkeeper. Pet Jan 30. Ipswich, Feb 17 at 11. Pollard, Ipswich.  
 Roberts, Griffith, Pwllheli, Carnarvon, Farmer. Pet Jan 28. Pwllheli, Feb 17 at 11. Jones.  
 Smith, John, East Harling, Norfolk, Baker. Adj Jan 12. Attleborough, Feb 29 at 12. Cream, Eynes.  
 Steel, Chas, Birm, Builder. Pet Jan 26. Birm, Feb 29 at 10. East, Birm.  
 Thompson, Jonathan, York, out of business. Pet Jan 30. York, Feb 17 at 11. Young, York.  
 Tinsley, Moses, Ifton-heath, Salop, Butcher. Pet Jan 29. Oswestry, Feb 18 at 11. Bull, Oswestry.  
 Totile, John, Heavitree, Devon, Shoemaker. Pet Jan 28. Exeter, Feb 12 at 11. Flood, Exeter.  
 Woodward, Jas, Neston, Chester, Teacher. Pet Jan 21. Lpool, Feb 12 at 11. Pemberton, Lpool.  
 Younger, Thos, Newcastle-upon-Tyne, Builder. Pet Jan 22. Newcastle-upon-Tyne, Feb 17 at 12. Joel, Newcastle-upon-Tyne.

BANKRUPTCY ANNULLED.

FRIDAY, Jan. 29, 1864.

Pilkington, Wm, Morley, York, Woollen Manufacturer. Nov 7.

## ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 29.—By Messrs. NORTON, HOGGART, &amp; TAINT.

Leashold property, comprising four residences, situate Nos. 7, 8, 9, & 10, Blenheim-place, St. John's Wood; held for an unexpired term of 37 years from Michaelmas last, at a peppercorn rent. Annual value £200.—Sold for £2,200.

Feb. 4.—By Messrs. TORLES &amp; HARDING.

Leasehold residence, No. 25 Russell-square; term 37 years from December, 1863; ground rent £37 per annum. Let for £160 per annum.—Sold for £1,430.

Leasehold residence, No. 1 Guildford-street, opposite the Foundling Hospital; term 27½ years from December, 1863; ground rent £21 per annum. Let at £20 per annum.—Sold for £770.

Leasehold premises, No. 22, Ludgate-street, City. Held for 40 years from Midsummer, 1837, at a ground rent of £16 per annum. Let for a term at £260 per annum.—Sold for £6,000.

By Mr. MARSH.

An absolute reversion to one-fifth of £1,200 East Indian Railway Stock; 13 £50 shares in the London Joint-Stock Bank; freehold property at Chapman's-lane, Wilts, and leasehold property in the Southwark-bridge-road, receivable on the decease of a lady now in her 64th year.—Sold for £225.

An absolute reversion to the sum of £9,804 8s. 6d. Three per Cent. Reduced Annuities, standing in the name of the Accountant-General of the Court of Chancery, receivable on decease of a lady aged 66 years.—Sold for £5,000.

Five £25 shares (£17 10s. per share called and paid up) in the Law Revisionary Interest Society.—Sold for £16 10s. per share.



## THE LUDGATE-HILL VIADUCT.

NORWICH UNION FIRE AND LIFE OFFICES.  
NOTICE OF REMOVAL.

The Directors HEREBY GIVE NOTICE, that, in consequence of the immediate extension of the London, Chatham, and Dover Railway, they have vacated their Offices, No. 6, Crescent, New Bridge-street, and REMOVED to their NEW PREMISES, No. 29, Fleet-street, E.C.  
Feb. 4, 1864.

Recently published, price 11s. 6d., cloth,  
**A MANUAL OF COMMON LAW AND BANKRUPTCY**, designed as a Companion to Smith's Manual of Equity. By JOSHUA W. SMITH, B.C.L., Q.C. This small volume is founded on about sixty text-books, and comprises about 2,000 of the points that are most fundamental or most constantly recurring in daily practice.

"The Manual of Common Law and Bankruptcy is peculiarly suitable for the careful study of law students. . . . Practising lawyers will find the book a valuable *volume mecum*."—*Solicitors' Journal*.

"Admirably conceived and executed. . . . Eminently lucid and concise. . . . A pocket book of pith and essence of common law."

"We may congratulate . . . not only students, but the profession at large, at having, within the small compass of a single volume, a body of information which will very much economise time and labour in the varied course of daily practice."—*Gazette of Bankruptcy*.  
London: V. & R. STEVENS, SOLE, & HAYNES, 26, Bell-yard, Lincoln's-inn.

Westminster.—Valuable and extensive Plot of Freehold Building Land, in Victoria-street, for immediate Sale.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on WEDNESDAY, FEBRUARY 24, at TWELVE o'clock, in One Lot, a very valuable FREEHOLD ESTATE, consisting of a large plot of first-class building land, in a first-rate position, in Victoria-street, Westminster, close to the Abbey and the Houses of Parliament. It has a frontage of about 660 ft. to Victoria-street, and of about 150 ft. to Brewer's-green, with a considerable depth, and has an area of about two acres. The situation renders this land well adapted for the site of any public building or institution, or for the erection of professional offices, so much in demand in this neighbourhood, and a block of this size, in the heart of London, is becoming daily more difficult and costly to obtain. The land (except as to a very small portion) is held direct from the original freeholders, and is not affected by the liabilities of the Westminster Improvement Commissioners.

Particulars, with plans, may be had of  
Messrs. W. & W. A. WALLER, 27, King-street, Cheapside, E.C.;  
at the Mart; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, No. 10, Waterloo-place, Pall-mall, S.W.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** beg to inform the public that they have several important LANDED PROPERTIES for SALE, in various parts of the kingdom, particulars of which are in course of preparation, and detailed advertisements will appear in a few weeks. For some of the properties they are empowered to receive offers by private contract before going to auction, and, in such cases, will be happy to give full particulars to bona fide purchasers or their known agents. The estates consist chiefly of residential properties, with large and small domains, and several sound agricultural investments in Hampshire, Northumberland, Herts, Cumberland, Berks, Northampton, Essex, Bucks, Sussex, Hereford, Gloucester, Somerset, Middlesex, Norfolk, and Warwickshire.  
No. 10, Waterloo-place, Pall-mall, S.W.

**MESSRS. DEBENHAM & TEWSON'S CURRENT LIST OF ESTATES AND HOUSES**, including landed estates, Town and Country residences, hunting and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or by post for one stamp.

Particulars for insertion in the ensuing List must be received by the 28th at latest.

**BROOKS and SCHALLER** (removed from Piccadilly).—Their MONTHLY printed INDEX (first published in 1820) of ESTATES, country and town houses, manors, hunting quarters, rights of shooting and fishing, farms, &c., to be LET or SOLD, can be had free at their Offices, 25, Charles-street, St. James', S.W., opposite the Junior United Service Club. Particulars for next publication must be forwarded before the 26th of each month.

**ESTATES AND HOUSES, Country and Town** Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 200, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 26th of each month.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferences, Rent Charges, and all other descriptions of present or prospective Property.

**MR. FRANK LEWIS** begs to give notice that his SALES for the year 1864 will take place at the AUCTION MART, on the following days, viz.:

Friday, February 12	Friday, August 12
Friday, March 11	Friday, September 9
Friday, April 9	Friday, October 14
Friday, May 13	Friday, November 11
Friday, June 10	Friday, December 9
Friday, July 8	

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advertisements, Next Presentation, Manorial Rights, Rent Charges, Post Office Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

**MR. MARSH** begs to announce that his PERIODICAL SALES (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—

February 4	April 7	July 7	October 6
March 3	May 5	August 4	November 3
	June 2	September 1	December 1

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:

Thursday, February 18	Thursday, August 11, 18, 25
Thursday, March 17, 31	Thursday, September 15
Thursday, April 14, 21, 28	Thursday, October 20
Thursday, May 12, 19, 25	Thursday, November 17
Thursday, June 9, 16, 23, 30	Thursday, December 15
Thursday, July 14, 21, 28	

2, Charlotte-row, Mansion House, London, E.C.

Lincoln's-inn.—Freehold Chambers, producing £240 per annum, suitable for investment or occupation.

**MESSRS. WINSTANLEY** are instructed to OFFER for SALE by AUCTION, at the MART, on WEDNESDAY, FEBRUARY 17, in Three Lots, the following FREEHOLD PROPERTIES—viz., an eligible and convenient suite of chambers, on the second and third floors of No. 8, New-square, Lincoln's-inn, comprising four excellent front rooms, a clerks' office, lobby, coal closet, and two rooms in the roof, let to Gordon Whitbread, Esq., at a rent of £130 per annum; a desirable set of chambers, adjoining the last-mentioned, including three back rooms fronting Serle-street, a clerks' office, lobby, coal closet, and a loft in the roof, let to S. Scott, Esq., at the annual rent of £75; and a convenient set of residential chambers on the third floor, comprising a cheerful front room, a back room, and water-closet adjoining, lobby or clerks' office, bed room in roof, &c., let to W. K. Fenton, Esq., at £45 per annum. The chambers may be viewed any day previous to the sale by permission of the respective tenants, and with cards only, which, with printed particulars, may be obtained of Messrs. WINSTANLEY, 10, Paternoster-row, E.C.

Particulars also of Messrs. YOUNG, JONES, VALLINGS, & ROBERTS, Solicitors, No. 1 St. Mildred's-court, E.C.; and at the Mart, Bartholomew-lane.

**WILLIAM LYNCH, ATTORNEY, SOLICITOR**, and PROCTOR, 15, Eldon-chambers, Bank-place, Melbourne, Victoria, Australia, attends to collection of debts, &c. Patents obtained or all the Australian colonies.

**SAMUEL and W. MYERS GRAY, Barristers**, Attorneys-at-Law, and Solicitors, 139, Holles-street, Halifax, Nova Scotia, attend to Collection of Debts, Sale and Purchase of Real Estate Bank and other Stocks, &c.

**TO SOLICITORS, &c., requiring DEED BOXES**, will find the best-made article lower than any other house. Lists of Prices and sizes may be had gratis or sent post free.

RICHARD and JOHN SLACK, 336, Strand, opposite Somerset House. Established nearly 50 years. Orders above £2 sent carriage free.

**SLACK'S SILVER ELECTRO PLATE** is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.

	Fiddle Pattern.		Thread.		King's.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Table Forks, per doz.	1 10 0	and 1 18 0	2 8 0	3 0 0	3 0 0	3 0 0
Dessert ditto	1 0 0	and 1 10 0	1 15 0	2 2 0	2 2 0	2 2 0
Table Spoons	1 10 0	and 1 18 0	2 8 0	3 0 0	3 0 0	3 0 0
Dessert ditto	1 0 0	and 1 10 0	1 15 0	2 2 0	2 2 0	2 2 0
Tea Spoons	0 12 0	and 0 18 0	1 3 6	1 10 0	1 10 0	1 10 0

Every Article for the Table as in Silver.—A Sample Tea Spoon forwarded on receipt of 20 stamps.

**SLACK'S FENDER AND FIRE-IRON WARE**—HOUSE IS THE MOST ECONOMICAL, consistent with good quality.—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 30s.; Enameled Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Papier Maché ditto, 25s. the set. Teapots, with plated knob, 6s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s. 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 350 drawings, and prices of Electro Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD and JOHN SLACK, 336, STRAND LONDON,  
Opposite Somerset House.

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